

AGENDA

Board of Directors Meeting

February 7, 2007

Start Time: 9:30 a.m.

LOCATION

**San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA**

Board of Directors

President

Dennis Hansberger, Supervisor,
County of San Bernardino

Vice-President

Lawrence Dale, Mayor
City of Barstow

Jim Nehmens, Mayor
City of Adelanto

Rick Roelle, Mayor
Town of Apple Valley

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Kelly Chastain, Mayor
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Mike Leonard, Mayor Pro Tem
City of Hesperia

Larry McCallon, Council Member
City of Highland

Robert Christman, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Rebecca Valentine, Council Member
City of Needles

Paul Leon, Mayor
City of Ontario

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Grace Vargas, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Kevin Cole, Council Member
City of Twentynine Palms

John Pomierski, Mayor
City of Upland

Mike Rothschild, Council Member
City of Victorville

Richard Riddell, Council Member
City of Yucaipa

Chad Mayes, Council Member
Town of Yucca Valley

Paul Biane, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Michael Perovich, Caltrans
Ex-Officio Member

Tony Grasso
Executive Director

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies**

Board of Directors

AGENDA

**February 7, 2007
9:30 a.m.**

Location:

**San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.
(Meeting chaired by Dennis Hansberger)

- I Pledge of Allegiance
- II. Attendance
- III. Announcements
 - Presidential Appointments
- IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of Pg. 11
February 7, 2007.**

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 26.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 13

3. **Procurement Report for December 2006** Pg. 17

Receive Monthly Procurement Report. **Terrence J. McGuire**

This item was unanimously received by the Administrative Committee on January 17, 2007. (Meeting chaired by Lawrence Dale)

Regional & Quality of Life Programs

4. **Resolution in Support of a South Coast Air Quality Management District (SCAQMD) and South Coast Air Quality Management Plan Focus on Reduction of Mobile Source Emissions Within the Regulatory Authority of the California Air Resources Board (CARB) and the United States Environmental Protection Agency (USEPA)** Pg. 18

Approve Resolution No. 07-006 in Support of the South Coast Air Quality Management District Draft 2007 Air Quality Management Plan. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on January 17, 2007. (Meeting chaired by Mayor Mark Nuaimi)

5. **Memorandum of Understanding (MOU) on Improvement of Transportation Facilities between SANBAG, RCTC, the County of Riverside, the County of San Bernardino, and the cities of Colton, Grand Terrace, Loma Linda, Moreno Valley, Redlands, Riverside, and San Bernardino (Contract #C07-180)** Pg. 22

Approve Execution of the Memorandum of Understanding (Contract #C07-180) on Improvement of Transportation Facilities. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on January 17, 2007. (Meeting chaired by Mayor Mark Nuaimi)

Consent Calendar Continued....

Regional & Quality of Life Programs (Cont.)

6. Draft Project List and Survey for the Multi-County Goods Movement Action Plan Pg. 31

Information on the draft project list and survey. Steve Smith

This item was reviewed by the Plans and Programs Policy Committee on January 17, 2007. *(Meeting chaired by Mayor Mark Nuaimi)*

Subregional Transportation Planning & Programming

7. 2006 State Transportation Improvement Program (STIP) Augmentation Pg. 45

Information on 2006 STIP Augmentation. Ty Schuiling

This item was reviewed by the Plans and Programs Policy Committee on January 17, 2007. *(Meeting chaired by Mayor Mark Nuaimi)* Mountain/Desert Committee on January 19, 2007. *(Meeting chaired by Mayor Lawrence Dale)*

8. High Desert Work Trip Travel Patterns Pg. 52

Receive a Report on the Work Trip Travel Patterns for Workers Residing in the High Desert and Commuting through the Cajon Pass. Ryan Graham

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 19, 2007. *(Meeting chaired by Lawrence Dale)*

9. Congestion Management Program Cost Allocation Pg. 55

1. Approve the cost allocation schedule for the Congestion Management Program (CMP) for 2005/2006; and

2. Approve invoicing of Mountain/Desert jurisdictions. Deborah Barmack

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 19, 2007. *(Meeting chaired by Lawrence Dale)*

Consent Calendar Continued....

Subregional Transportation Planning & Programming (Cont.)

10. **Origin/Destination Truck Study on SR-58 between San Bernardino and Kern Counties** Pg. 61

Authorize staff to proceed with a fund transfer agreement with the State of California Department of Transportation (Caltrans) for state transportation planning funds in an amount not to exceed \$250,000 for an origin and destination truck study on SR-58 between the I-5 freeway in Kern County and the I-15 freeway in San Bernardino County. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 19, 2007. (Meeting chaired by Lawrence Dale)

Program Support/Council of Govts.

11. **San Bernardino Associated Governments State and Federal Legislative Program** Pg. 63

Approve the Proposed Federal and State Legislative Programs. **Jennifer Franco**

This item was reviewed by the Administrative Committee on January 17, 2007 and unanimously recommended for approval. (Meeting chaired by Lawrence Dale)

Project Development

12. **Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation** Pg. 72

Approve Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation in the amount of \$100,000 as detailed in the Financial Impact Section. **Darren Kettle**

This item was reviewed and recommended for approval (Christman opposed), by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)

13. **Amendment No. 15 to Contract No. 91-034 with Fluor Daniel** Pg. 84

Approve Amendment No. 15 to Contract No. 91-034 with Fluor Daniel for a period of one year, at a total cost of \$3,892,000 as detailed in the Financial Impact Section. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)

Consent Calendar Continued....**Project Development (Cont.)**

14. **Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. (Hillwood) for the State Street/University Parkway Grade Separation Project** Pg. 92
- Approve Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. for the Street/University Parkway Grade Separation which would result in receiving an estimated \$140,000 as detailed in the Financial Impact Section. **Darren Kettle**
- This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)**
15. **Approve Contract No. C07178 to provide Construction Zone Enhanced Enforcement (COZEEP) services for Freeway Construction Projects** Pg. 110
- Approve Contract No. C07178 for COZEEP services with California Highway Patrol (CHP) for various Major Freeway Projects being managed by SANBAG, in amount to not exceed \$300,000 with an agreement term to December 31, 2007. **Darren Kettle**
- This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)**
16. **Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga modifying funding for remaining items related to SR 210 Construction** Pg. 117
- Approve Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga increasing the authorized contract amount by \$7,030 to \$307,552 as detailed in the Financial Impact Section. **Darren Kettle**
- This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)**
17. **Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project** Pg. 121
- Approve Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project. **Darren Kettle**
- This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)**

Consent Calendar Continued....**Transit/Commuter Rail**

18. **Amendment No. 6 to Cooperative Agreement 91-065 with the City of Montclair Redevelopment Agency and the City of Montclair** Pg. 124

Approve Amendment No. 6 to SANBAG Cooperative Agreement 91-065 with the City of Montclair Redevelopment Agency and the City of Montclair relating to the management responsibility of jointly owned property at the Montclair Transcenter and the reimbursement for provision of security and the maintenance relating to the future pedestrian undercrossing at the Montclair Metrolink Station for the first two years in an amount not to exceed \$290,500, increasing the total contract authority to \$6,009,379.71 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed by the Commuter Rail Committee on January 18, 2007 and unanimously recommended for approval. (Meeting chaired by Patricia Gilbreath)

19. **Sale of Surplus Property located on the north side of the Baldwin Park Branch between Monte Vista Avenue and Huntington Drive in the City of Upland** Pg. 132

1. Find that approximately 1.2 acres of non-operating property on the north side of the Baldwin Park Branch between Monte Vista Avenue and Huntington Drive in the City of Upland is no longer required for SANBAG use (four-fifths vote required).

2. Approve Purchase and Sale Agreement (SANBAG Contract AR07179) for the sale of approximately 1.2 acres of non-operating property to the City of Upland for the appraised value of \$89,000 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed by the Commuter Rail Committee on January 18, 2007 and unanimously recommended for approval. (Meeting chaired by Patricia Gilbreath)

Transportation Programs & Fund Admin.

20. **Local Transportation Fund (LTF) Fiscal Year 2006/2007 Revised Apportionment and Fiscal Year 2007/2008 Apportionment Estimate** Pg. 155

1. Approve an increase of \$9,306,675 to the Fiscal Year 2006/2007 LTF Apportionment of \$79,875,000 for a new total of \$89,181,675.

2. Approve a Continuing Reservation of \$5,000,000 from the prior year Unrestricted Balance through Fiscal Years 2006/2007 and 2007/2008.

3. Approve an LTF Estimated Apportionment of \$88,117,195 for Fiscal Year 2007/2008. **Mike Bair**

This item was reviewed by the Administrative Committee on January 17, 2007 and unanimously recommended for approval. (Meeting chaired by Lawrence Dale)

DISCUSSION ITEMS

Administrative

21. **San Bernardino Associated Governments (SANBAG) Financial Audit** Pg. 160

Receive Annual Financial Audit for FY 2005/2006.
Terrence J. McGuire

This item was unanimously received by the Administrative Committee on January 17, 2007. (Meeting chaired by Lawrence Dale)

Project Development

22. **Contract No. C07177 with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the City of Rialto** Pg. 167

1. Approve Contract No. C07177, a sole source contract, with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the amount of \$330,000 as detailed in the Financial Impact Section, and

2. Amend the SANBAG 2006/07 Budget increasing both revenues and expenditures in the amount of \$330,000 in Task Number 82007000. Funding source is Measure I Valley Major Projects.
Darren Kettle

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski)

Program Support/Council of Govts.

23. **FY08 Federal Appropriations Process and Project Nominations** Pg. 183

Approve of a strategy and project list for FY08 Federal Appropriations Process. Recommended strategy is to seek funding for projects in relation to corridors, special programs and transit.
Jennifer Franco

This item was reviewed and moved to be discussed at full Board by the Administrative Committee (Chaired by Lawrence Dale), Plans and Programs Committee (Chaired by Mark Nuaimi), Major Projects Committee (Chaired by John Pomierski) and the Mountain/Desert Committee (Chaired by Lawrence Dale).

Discussion Items Continued....

Regional & Quality of Life Programs

24 Regional Housing Needs Assessment (RHNA) Pg. 193

Information on testimony offered at the Southern California Association of Governments' (SCAG's) January 11, 2007 Public Hearing on the RHNA. **Ty Schuiling**

This item was reviewed by the Plans and Programs Policy Committee on January 17, 2007. (Meeting chaired by Mayor Mark Nuaimi)

Transit/Commuter Rail

25. Amendment No. 2 to the Gold Line Phase II Construction Authority Joint Powers Agreement (SANBAG Contract 04-024) Pg. 203

Approve Amendment No. 2, adding the City of Ontario to the Gold Line Phase II Construction Authority Joint Powers Agreement (SANBAG Contract 04-024). **Mike Bair**

This item has not had prior policy committee review; but is considered to be non-controversial. The JPA has been approved as to form by SANBAG Counsel.

Other Matters

26. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information**Agency Reports/Committee Memberships**

Commuter Rail Report Pg. 210

Mayor Pro Tem Patricia Gilbreath

South Coast Air Quality Management Report Pg. 213

Mayor Dennis Yates

SCAG Committees

Pg. 215

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees

Pg. 216

Acronym List

Pg. 218

Calendar of Events

Pg. 220

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: February 7, 2007

Subject: Information Relative to Possible Conflict of Interest

Recommendation:* Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in the any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
12	C07150	LAN Corporation William Nascimento James Faber	Douglas Engineering Wilson & Company Earth Mechanics, Inc. HDR Inc. RHA Landscape Architects
13	91-034015	Fluor Corporation David Gedney	The Nettleship Group

Approved
Board of Directors

Date: February 7, 2007

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____

Witnessed: _____

14	R07152	Hillwood <i>Tammy Spencer</i>	SE I-215, L.P. HSB I-215, L.P. HSB GP, LLC HGI GP, LLC HGI Group, L.P. Hillwood Associates, L.P. Hillwood Development Company, LLC
22	C07177	David Evans and Associates <i>Cliff Simental</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X											
Brad Mitzelfelt Board of Supervisors	X											
Paul Biane Board of Supervisors	X											
Dennis Hansberger Board of Supervisors	X											
Josie Gonzales Board of Supervisors												
Jim Nehmens City of Adelanto	X											
Rick Roelle Town of Apple Valley	X											
Lawrence Dale City of Barstow	X											
Bill Jahn City of Big Bear Lake												
Dennis Yates City of Chino	X											
Gwen Norton-Perry City of Chino Hills												
Kelly Chastain City of Colton	X											
Mark Nuaimi City of Fontana	X											
Bea Cortes City of Grand Terrace	X											
Mike Leonard City of Hesperia												
Larry McCallon City of Highland	X											

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates was not a Board Member at that time.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman City of Loma Linda	X											
Paul Eaton City of Montclair	X											
Rebecca Valentine City of Needles												
Paul Leon City of Ontario	X											
Diane Williams City of Rancho Cucamonga	X											
Pat Gilbreath City of Redlands	X											
Grace Vargas City of Rialto	X											
Patrick Morris City of San Bernardino	X											
Kevin Cole City of Twentynine Palms	X											
John Pomierski City of Upland	X											
Mike Rothschild City of Victorville	X											
Dick Riddell City of Yucaipa	X											
Chad Mayes Town of Yucca Valley	*											
Michael Perovich Ex-Official Member	X											

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates was not a Board Member at that time.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt			X	X	X	X	X	X	X	X	X	
Bill Postmus			X		X			X				
Paul Biane	X	X	X			X			X		X	X
Dennis Hansberger	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales	X	X	X	X		X		X	X			
Jim Nehmens	X	X	X		X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence E. Dale	X	X	X		X	X	X	X	X	X		X
Darrell Mulvihill	X	X				X		X	X			
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	
Gwenn Norton-Perry	X		*	X	*	X	X	X	X	*	X	
Deirdre Bennett							X	X	X	X		
Kelly Chastain	X	X	X	X	X	X						
Mark Nuaimi	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes	X	X	X	X	X	X	X	X	X	X	X	X
James Lindley	X	X	X	X	X	X	X	X	X	X	X	X
Larry McCallon	X	X	X	X	X	X	X	X	X	X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton	X	X	X	*	X	X	X	X	X	X	X	
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	X	X	X		X	X	X	X	X	X	X	
Diane Williams	X	X	X	X	X	X	X	X	X	X		X
Pat Gilbreath	X	X	X	X	X		X	X	X	X	X	X
Grace Vargas	X	X	X	X		X	X	X	X	X	X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Patrick Morris	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X			X	X		X			X
John Pomierski	X		X	X	X	X		X	X			X
Mike Rothschild	X	X	X	X	X	X	X	X	X	X	X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X	*	X	X	X	X	*
Michael Perovich Ex-Official Member	X	*	X	*	X	X	X	*	X	X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: February 7, 2007

Subject: Procurement Report for December 2006

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

There were no purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of December 2006.

Financial Impact: This item imposes no impact on the FY 2006/2007 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on January 17, 2007. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

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ISF07

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: February 7, 2007

Subject: Resolution in Support of a South Coast Air Quality Management District (SCAQMD) and South Coast Air Quality Management Plan Focus on Reduction of Mobile Source Emissions Within the Regulatory Authority of the California Air Resources Board (CARB) and the United States Environmental Protection Agency (USEPA)

Recommendation:* Approve Resolution No. 07-006 in Support of the South Coast Air Quality Management District Draft 2007 Air Quality Management Plan

Background: Following many years of increasingly stringent regulation by the SCAQMD and CARB of stationary sources of air pollution and emissions from consumer products, mobile source emissions now represent the largest share of the remaining emission inventory in the South Coast Air Basin, the area with the nation's worst air pollution. These emissions contribute heavily to the region's inability, thus far, to attain health-protective federal and state air quality standards for ozone and fine particulates, and are also the principal source of airborne carcinogens for which a federal standard has not been promulgated.

An analysis by the SCAQMD during preparation of the most recently adopted AQMP indicated that even then, the SCAQMD had enacted the regulations needed to achieve the level of emission reductions called for in earlier agreements with CARB and USEPA. All or nearly all of the shortfall in the emission

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*Approved
Board of Directors*

Date: _____

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In Favor:

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reductions needed to attain the federal health standards were a result of insufficient emission reductions from sources regulated by the state and federal governments. Even prior to 2000, when California led the nation in cleaning up automobile emissions, the state's clean vehicle program was probably inadequate to support attainment of the old 1-hour federal ozone standard (which is why "black box" provisions were required to "demonstrate" attainment). The USEPA, which is responsible for regulation of emissions from interstate commerce (e.g., trucks, trains, planes), has been unwilling to promulgate state-specific or region-specific emission reduction requirements for those sources, and most other states have not been sufficiently sympathetic to California's air quality problem to join it in calling for more stringent USEPA regulation.

Since then, the continued growth of the region coupled with explosive growth in freight throughput, powered principally by diesel engines subject only to federal regulation, mean that current mobile source regulation is barely sufficient to keep pace with growth. The South Coast Air Basin is falling off the trajectory leading to timely attainment of the air quality standards, principally because emission reduction strategies for both state-regulated and federally regulated mobile sources are inadequate. The recommended resolution supports the SCAQMD's focus on mobile source emission reduction and calls on CARB and the USEPA to accelerate their emission reduction programs in our region. Absent these actions, timely attainment of the federal clean air standards is unlikely.

- Financial Impact:*** This item has no impact on the approved SANBAG Fiscal Year 2006-2007 Budget.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on January 17, 2007. (*Meeting chaired by Mayor Mark Nuaimi*)
- Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

RESOLUTION NO. 07-006

**RESOLUTION IN SUPPORT OF THE
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
DRAFT 2007 AIR QUALITY MANAGEMENT PLAN**

WHEREAS, the residents of the South Coast Air Basin are impacted by the poorest air quality in the nation, despite some of the most advanced pollution control requirements in the world yielding dramatic improvements in recent decades;

WHEREAS, health studies conducted in this region repeatedly show that residents are suffering significant health effects from today's air pollution, including cancer and chronic conditions, such as asthma, emphysema, and heart and pulmonary diseases, among others;

WHEREAS, the California Air Resources Board recently estimated that approximately 8,200 Californians die prematurely each year as a result of air pollution, and that residents who live, work, or go to school in close proximity to marine port and goods-movement activities are subjected to unhealthful levels of air pollution, resulting in numerous health problems;

WHEREAS, a landmark study noted that the lungs of children born in Southern California today are not likely to fully develop and may never recover from smog's damage, and that children are especially susceptible to the harmful effects of air pollution;

WHEREAS, this region has exceeded the health-based federal 8-hour ozone standards on 86 days in 2006;

WHEREAS, the recently revised 24-hour PM_{2.5} standard is more stringent and more health-protective than the prior clean air standards;

WHEREAS, there is a fast-approaching PM_{2.5} attainment deadline of 2015, and an even more challenging 8-hour ozone attainment deadline of 2021, necessitating additional emissions reductions;

WHEREAS, failure to meet these deadlines will prolong the adverse health impacts to residents and could trigger significant federal economic and administrative sanctions on this region;

WHEREAS, the South Coast Air Quality Management (AQMD) has the responsibility to draft and implement a plan to bring this region into compliance with clean air standards, and is about to issue the Draft 2007 Air Quality Management Plan (AQMP);

WHEREAS, AQMD's primary regulatory authority to reduce air pollution is limited to reducing emissions from stationary sources, such as power plants, refineries, chemical plants, gas stations, industrial facilities as well as operational requirements for mobile sources – and the AQMP addresses the need to further reduce emission from all sources to help reach clean air goals;

WHEREAS, the AQMP has identified that the majority of emissions reductions must be achieved through further control of mobile sources – including, but not limited to cars, trucks, ships, trains, and planes;

WHEREAS, The California Air Resources Board and the U.S. Environmental Protection Agency have most of the authority over mobile source emissions, and the Southern California Association of Governments is responsible for developing the plan's transportation control measures;

WHEREAS, the Draft AQMP focuses on additional measure that the California Air Resources Board and U.S. Environmental Protection Agency can implement to reduce mobile source emissions, especially from locomotives and ocean-going ships;

NOW, THEREFORE BE IT RESOLVED, that by adoption of this resolution, San Bernardino Associated Governments (SANBAG) declares that there is an urgent need for all responsible authority to expeditiously adopt and aggressively implement effective control strategies to reduce emissions as quickly as possible, and;

BE IT FURTHER RESOLVED, that SANBAG strongly supports the development of the South Coast Air Quality Management District's Draft 2007 Air Quality Management Plan focusing on mobile source controls, and;

BE IT FURTHER RESOLVED, that SANBAG calls upon the California Air Resources Board and the US Environmental Protection Agency to substantially accelerate their emission reduction programs in our region by implementing the AQMP measures within their respective authorities.

Approved at the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 7th day of February 2007.

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*Approved
Board of Directors*

Date: February 7, 2007

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Res07006.doc

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: February 7, 2007

Subject: Memorandum of Understanding (MOU) on Improvement of Transportation Facilities between SANBAG, RCTC, the County of Riverside, the County of San Bernardino, and the cities of Colton, Grand Terrace, Loma Linda, Moreno Valley, Redlands, Riverside, and San Bernardino (Contract #C07-180)

Recommendation:* Approve Execution of the Memorandum of Understanding (Contract #C07-180) on Improvement of Transportation Facilities

Background: SANBAG began coordinating with the Riverside County Transportation Commission on a program called CETAP (Community and Environmental Transportation Acceptability Process) in 2001. The purpose of this effort (also called the Two-County Corridor Study) was to identify new and/or expanded corridors for carrying traffic between San Bernardino and Riverside counties. A Notice of Preparation for a program-level Environmental Impact Report was issued in May, 2003. The EIR was to have evaluated several transportation corridors generally between State Route 60 in Moreno Valley and Interstate 10 in Redlands, Loma Linda, and San Bernardino. The preparation of the EIR was put on hold in 2004, pending internal discussions within each jurisdiction over how to proceed.

This corridor development effort is now being re-started, with focus on two specific corridors: the Center Street/Main Street/Pigeon Pass Corridor and the

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*Approved
Board of Directors*

Date: _____

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Witnessed: _____

Reche Canyon Road Corridor. The MOU calls for development of four-lane roadways in each of the corridors, with high priority placed on preserving the rural environment of Reche Canyon. The County of Riverside will serve as the contract manager for the preparation of an environmental document and project development work for each of the corridors. The MOU explains other elements of the relationship among the jurisdictions participating in this corridor development activity. SANBAG will principally play a role of coordination and facilitation among the agencies, along with our counterpart in Riverside County, RCTC. Participation in this effort does not constitute a financial commitment on the part of SANBAG to fund improvements identified through the work performed on the corridors.

Financial Impact: This item has no financial impact on the Fiscal Year 2006-2007 budget. TN 11607000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on January 17, 2007. (*Meeting chaired by Mayor Mark Nuaimi*)

Responsible Staff: Steve Smith, Principal Transportation Analyst

SANBAG Contract No. C07-180

by and between

San Bernardino Associated Governments (SANBAG)

and

Riverside County Transportation Commission (RCTC), County of Riverside, County of San Bernardino,
and the cities of Colton, Grand Terrace, Loma Linda, Moreno Valley, Redlands, Riverside and San
Bernardino

for

Improvement of Transportation Facilities

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>0</u>	Previous Amendments Total: \$ _____			
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____			
	Current Amendment: \$ _____			
	Current Amendment Contingency: \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL → \$ <u>0</u>				
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
11607000	N/A	N/A	N/A	\$ N/A
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>02/07/07</u> Contract Start: <u>02/07/07</u> Contract End: <u>N/A</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>NA</u>				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Ty Schuiling			Contract Manager: Steve Smith	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C07180

Form 28 06/06

Contract # C07-180
Memorandum of Understanding
On Improvement of Transportation Facilities between
SANBAG, RCTC, the County of Riverside, the County of San Bernardino,
and the cities of Colton, Grand Terrace, Loma Linda, Moreno Valley, Redlands,
Riverside and San Bernardino

WHEREAS, it is agreed that the need to accommodate additional traffic growth in the Two-County Corridor study area should be shared among the jurisdictions along the Riverside/San Bernardino County border, not absorbed by a single corridor; and

WHEREAS, it is desired to improve traffic circulation, safety, and emergency access for existing residents within and between communities along the Riverside/San Bernardino County border within the study area; and

WHEREAS, it is desired to maintain the rural environment of the Reche Canyon area and other areas of lower density development in the study area; and

WHEREAS, it is desired to respect the concerns of residents and businesses along any of the corridors between Riverside and San Bernardino Counties; and

WHEREAS, it is recognized that widening of I-215 will not be adequate to address north/south travel demand between Riverside and San Bernardino Counties; and

NOW, THEREFORE, SANBAG, RCTC, the County of Riverside, the County of San Bernardino, and the cities of Colton, Grand Terrace, Loma Linda, Moreno Valley, Redlands, Riverside, and San Bernardino (the "Agencies") agree as follows:

1. Development of roadway facilities will proceed in parallel on two corridors:
 - a. **Center Street/Main Street/Pigeon Pass Corridor** – extends easterly from existing roads west of I-215 generally along Center Street or Main Street, and proceeds easterly/southerly to connect to Pigeon Pass Road in Moreno Valley
 - b. **Reche Canyon Road Corridor** – extends from Washington Street in Colton along Reche Canyon Road to connect to Reche Vista Drive north of Moreno Valley
2. An interagency group of elected officials (the Two-County Corridor Policy Committee) will monitor progress and provide guidance on project development activities for both routes, meeting on an as-needed basis.
3. The following Agencies will serve as lead agencies for the corridors:

- a. RCTC and SANBAG will be the respective lead agency in each county for coordination and oversight of the corridor development activities including the Agencies.
 - b. Reche Canyon Road Corridor – The County of Riverside will be the Contract Manager for the preparation of an environmental document and project development work for the entire corridor. The County of Riverside will be the lead agency for the processing of the environmental document for the portion of Reche Canyon within Riverside County. The City of Colton will be the lead agency for the processing of the environmental document for the portion within San Bernardino County. The County of Riverside and the City of Colton will enter into an agreement addressing the City's financial contribution towards the project development and environmental work.
 - c. Center Street/Main Street/Pigeon Pass Corridor – The County of Riverside will be the Contract Manager for the preparation of an environmental document for the entire corridor. The County of Riverside will be the lead agency for the processing of the environmental document and project development work for the portion of Center Street/Main Street/Pigeon Pass Corridor within Riverside County. If additional widening is required in the portion of San Bernardino County, the City of Grand Terrace will be the lead agency for processing of an environmental document for the portion within San Bernardino County.
4. The Agencies agree to pursue the project development and environmental work on both corridors simultaneously, under separate documents. The County of Riverside as the Contract Manager agrees to provide status reports to the Two-County Corridor Committee and all other agencies on a quarterly basis.
 5. Each Agency will be responsible for the design and construction of its own segments, unless alternate agreements are reached among individual Agencies.
 6. The following design principles will generally govern project development activities for each of the corridors.
 - a. All facilities will consist of four through lanes, with a landscaped median in urbanized areas, and turn lanes at appropriate locations.
 - b. Principles of “context-sensitive design” will be used in all corridors. Preserving the rural environment of Reche Canyon will be a high priority. Considerations will include curb treatments, landscaping,

design speed, lighting, signalization, wildlife crossings, trails and pathways.

- c. Each Agency will control the access, landscaping and other aesthetic requirements of the facility within its jurisdiction, guided by these overall design principles.

- 7. An effective outreach and citizen input process will be undertaken in both corridors as part of the project development and environmental process. The Agencies affected by each corridor will determine the form of outreach most appropriate for that corridor and advise the County of Riverside as the Contract Manager. This may take the form of public meetings, newsletters, city council presentations, citizen advisory committees, or other techniques appropriate to the issues within each corridor.

Signatures to the Memorandum of Understanding (MOU) are as follows:

San Bernardino Associated Governments (SANBAG)

Date

By (Print Name)

Riverside County Transportation Commission (RCTC)

Date

By (Print Name)

County of Riverside

Date

By (Print Name)

County of San Bernardino

Date

By (Print Name)

City of Colton

Date

By (Print Name)

City of Grand Terrace

Date

By (Print Name)

City of Loma Linda

Date

By (Print Name)

City of Moreno Valley

Date

By (Print Name)

City of Redlands

Date

By (Print Name)

City of Riverside

Date

By (Print Name)

City of San Bernardino

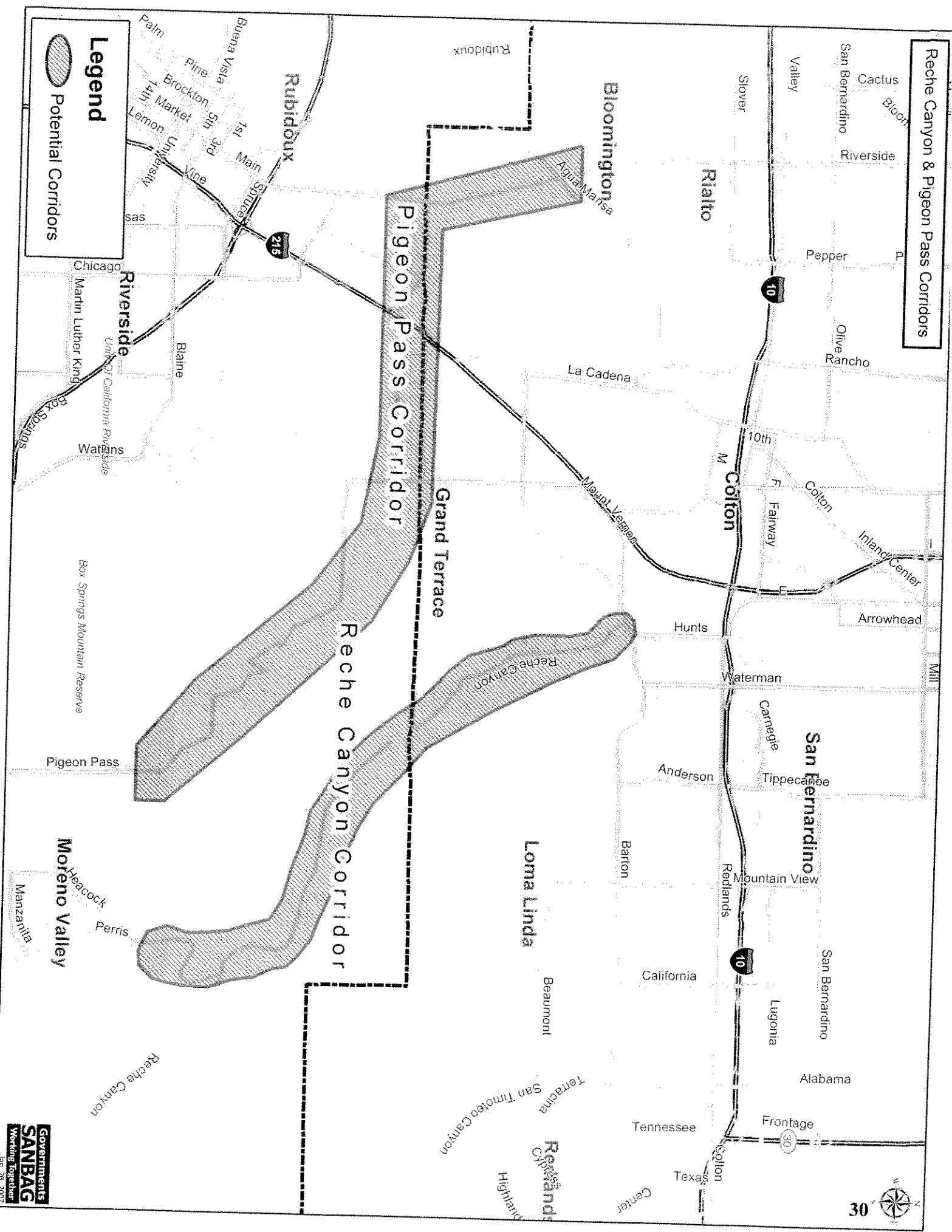
Date

By (Print Name)

Reche Canyon & Pigeon Pass Corridors

Legend

Potential Corridors



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: February 7, 2007

Subject: Draft Project List and Survey for the Multi-County Goods Movement Action Plan

Recommendation:* Information on the draft project list and survey

Background: In October 2004, the SANBAG Board of Directors approved SANBAG participation in development of the Multi-County Goods Movement Action Plan, and authorized a SANBAG contribution of \$125,000 as SANBAG's share of funding for consultant support of action plan development. Agencies participating in this effort include: Los Angeles County Metropolitan Transportation Authority (MTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), SANBAG, the Ventura County Transportation Commission (VCTC), Caltrans, and the Southern California Association of Governments (SCAG). Consultant activity on the plan was initiated in mid-2005. A draft action plan is expected in the February/March 2007 timeframe, to be followed by a set of workshops around the region soliciting comments on the draft plan. The action plan will address not only the infrastructure and operational needs for moving goods, but put forward a regional plan for mitigating the environmental and community impacts of growth in freight, in coordination with other plans such as the South Coast Air Quality Management Plan.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

One of the elements of the action plan will be a list of goods movement projects. A draft list of projects has been circulated for comment by the agency partners. The list provided in Attachment 1 of this agenda item shows the proposed goods movement projects for San Bernardino County. In some cases, the projects are listed for multiple counties, not just San Bernardino. It should also be noted that some projects are in the process of being evaluated by the MCGMAP consultant. For example, an extensive evaluation of alternative routes and concepts for dedicated truck lanes is underway, including the examination of allowing longer combination vehicles (LCVs – trucks that can haul an additional trailer) to use the dedicated facilities. Some of the projects listed for evaluation may be altered or deleted, pending the outcome of the evaluation. The list was discussed by the SANBAG Comprehensive Transportation Plan Technical Advisory Committee on January 8, and the modifications resulting from that discussion are reflected in Attachment 1. The list is being circulated to the Plans and Programs Committee and the Mountain/Desert Committee for review and comment.

This list currently has no relationship to the California Ports, Infrastructure, Security, and Air Quality Improvement Act passed with Proposition 1B in November 2006. Guidelines for the nomination for projects under this Act have not been developed by the State. However, it would be reasonable to expect that projects eligible for bond money under the Act would be on the list in Attachment 1. Inclusion on the list provides no guarantee of funds from any source. Rather, the list is an effort by the partner agencies to comprehensively assemble a list of all the projects that provide significant benefits to the movement of goods, regardless of whether funds for those projects are currently available. General time frames for implementation will also be identified (short, medium, long term).

The second attachment to this agenda item is a survey that is being distributed to stakeholders within the Southern California region to obtain feedback on various issues and options related to goods movement. Each jurisdiction is being requested to respond to this survey, along with other stakeholders with an interest in goods movement or in the impacts of goods movement on their communities. The survey can be filled out and faxed or mailed to the indicated location or can be completed on-line using the indicated link.

Financial Impact: This item has no financial impact on the Fiscal Year 2006-2007 budget. TN 11107000

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on January 17, 2007. *(Meeting chaired by Mayor Mark Nuaimi)*

Board Agenda Item
February 7, 2007
Page 3 of 3

Responsible Staff: Steve Smith, Principal Transportation Analyst

Comprehensive List of Goods Movement Projects within the MCGMAP Study Area

Updated: December 22, 2006

Category	County	Mode	Description	Cost (\$Mill's)
Shuttle Trains / Alternative Technologies to Additional Intermodal Terminals	LA/SB/DRV	Intermodal	Shuttle Train Intermodal Service to Inland Empire, Inland Terminal (being evaluated by MCGMAP)	
	LA/SBD	Corridor	East-West Corridor (I-210, SR-210, I-10, SR-60, SR-91) from I-710 Corridor to I-10/SR-60 Interchange - User Fee-Backed Capacity Improvement (being evaluated by MCGMAP)	
Construction of Truck Lanes/Facilities	SD/RV/SBD	Highway	I-15 (U.S./Mexico Border to Victorville) dedicated truck lanes (2 lanes in each direction - being evaluated by MCGMAP)	
	All	Highway	Use of LCVs on Dedicated Facilities	
Use of LCVs on Dedicated Facilities	Regional	Railroad Capacity	Regional rail capacity improvement program - Regionwide - BNSF and UP	
	SB	Highway/Rail	Grade Crossing from Countywide to - Grade Crossings - refer to separate Grade Crossings project list	\$785.0
	SB	Highway/Rail	Colton Crossing - UP and BNSF	200
	SBD/RV		ITS RR Grade Crossing Variable Speed Warning for Inland Empire ITS	\$4.1
Extensive Application of ITS Technology for Vehicle Management and Routing	SBD/RV		Electronic Clearance/Prior Pass Program for Inland Empire ITS	\$0.9
	SBD/RV		Oversize/weight permitting for Inland Empire ITS	\$0.1
	SBD		I-10 and I-215 from On I-10 from 0.1 km w/o I-215 (PM 23.6) to 0.9 km e/o SR-38 (PM 31.4) to On I-215 from Riverside County Line (PM 0.0) to Jct I-10/I-215 (PM 4.03) - Install Fiber Optic Communications (FOC) backbone system, Changeable message signs (CMS), Ramp metering stations (RMS), modify existing communication hub, CCTV, VDS, TOS Cabinets, widen on-ramps on I-10 and I-215; add aux lanes on I-10 (various locations)	\$9.5
	SB	Highway	I-15 from Wheaton Springs-Baily Road to Yates Well Road - construct NB truck descending lane	
Construction of Additional Freeway Lanes/Capacity	SB	Highway	I-10 - Add auxiliary lanes from I-15 to Riverside Co. line (may be considered part of future I-10 widening project)	
	SB	Highway	SR-58 - on a new alignment, construct a 4 lane expressway from Kern County Line to 12 km east of US-395 and construct a 4 lane freeway/expressway from Hinkley to Barstow	
	SB	Highway	US-395 - on a new alignment, construct a 4/6 lane freeway/expressway from I-15 to SR-58	
	SB	Highway	High Desert Corridor construct a 4/6 lane freeway/expressway from US-395 in Adelanto to SR-18 in Apple Valley	
	SB	IC/Ramps	I-10 from 0.1 km e/o I-15 (PM 9.9) to 0.4 km e/o I-215 (PM R24.5) - Install RMS, CCTV ESU, widen entrance ramps from 1 to 2 lanes at EB & WB at Cherry Ave, Citrus Ave, Cedar Ave, Riverside Ave and Mt Vernon Ave; WB at Rancho Ave, EB at 9th St	\$9.2
	SB	IC/Ramps	I-10 from 0.8 km e/o Etiwanda Ave OC (PM 11.6) to 1.5 km w/o Riverside Ave OC (PM 19.1) - In Fontana widen exit ramps from 1 to 2 lanes at Cherry Ave, Citrus Ave, & Cedar Ave IC to accommodate proposed aux lanes at Cherry Ave IC E/B aux lane PM 11.99/12.85, WB Aux lane PM 13.38/13.68, Citrus Ave IC E/B aux lane only PM 14.58/14.88, Cedar Ave IC E/B aux lane PM 17.36/17.83, WB aux lane PM 18.94/19.41	\$19.0
	SB	IC/Ramps		
	SB	IC/Ramps		

DRAFT

Comprehensive List of Goods Movement Projects within the MCGMAP Study Area

Updated: December 22, 2016

Category	County	Mode	Description	Cost (\$Mill's)
Construction of Freeway Operational/Safety Improvements	SB	Mixed Flow	I-10 WB from Yucaipa Bl to Ford St - Add 1 MF lane westbound.	\$30.0
	SB	Highway	SR-60 from Ramona Ave. to I-15 - add auxiliary lanes	
	SB	Highway	I-15 Widening from SR-60 to Victorville, per I-15 Corridor Study (truck lanes or managed lane concept)	
	SB	IC/Ramps	I-15/I-215 Devore Interchange	\$200
	SBD	IC/Ramps	SR-60 / Ramona	\$26
	SBD	IC/Ramps	SR-60 / Euclid	
	SBD	IC/Ramps	SR-60 / Grove	\$43
	SBD	IC/Ramps	SR-60 / Vineyard	\$43
	SBD	IC/Ramps	SR-60 / Archibald	\$6
	SBD	IC/Ramps	I-10 / Monte Vista	\$25
	SBD	IC/Ramps	I-10 / Grove/4th	\$67
	SBD	IC/Ramps	I-10 / Cherry	\$43
	SBD	IC/Ramps	I-10 / Beech	\$40
	SBD	IC/Ramps	I-10 / Citrus*	\$47
	SBD	IC/Ramps	I-10 / Cedar	\$33
	SBD	IC/Ramps	I-10 / Riverside	\$50
	SBD	IC/Ramps	I-10 / Pepper	\$33
	SBD	IC/Ramps	I-10 / Mt. Vernon	\$31
	SBD	IC/Ramps	I-10 / Tippecanoe	\$50
	SBD	IC/Ramps	I-10 / Mt. View	\$50
	SBD	IC/Ramps	I-10 / California	\$43
	SBD	IC/Ramps	I-10 / Alabama	\$26
	SBD	IC/Ramps	I-15 / 6th/Arrow	\$36
	SBD	IC/Ramps	I-15 / Joshua	\$1
	SBD	IC/Ramps	I-15 / Bear Valley	
	SBD	IC/Ramps	I-215 / University	\$29
	SBD	IC/Ramps	I-215 / Pep/Lind	\$50
	SBD	IC/Ramps	I-215 / Palm	\$10
	SBD	IC/Ramps	SR-210 / 5th	\$17
Increase Port/Rail Yard Freight Capacity	SB	IC/Ramps	I-15 at Foothill Blvd (SR-66) - Add 400m deceleration lane on NB I-15 and widen NB off-ramp from 1 to 2 lanes.	\$0.7
	SBD	Other	Southern California Logistics Airport Rail Project at - Track and intermodal yard improvements (Phases 1 through 4).	\$278.5

ALAMEDA CORRIDOR-EAST TRADE CORRIDOR PLAN

San Bernardino County Improvement Plan

Total costs include 1.6x escalation over costs in 2001 plan

Project Description	Total Project Cost In \$ Million	SCHEDULE							
		Prelim. Design/ Environmental		Final Design		Right-of-Way		Construction	
		Time Frame	Est. Cost	Time Frame	Est. Cost	Time Frame	Est. Cost	Time Frame	Est. Cost
PHASE 1 PROJECTS									
Grove Avenue on the Alhambra Line	\$ 2.5	Complete	-	Complete	-	Complete	-	Complete	-
Grove Avenue on the Los Angeles Line	\$ 12.0	Complete	-	Complete	-	Complete	-	Complete	-
Ramona Avenue on the Alhambra and Los Angeles Lines	\$ 15.9	Complete	0.17	Complete	0.80	Complete	3.27	FY07	11.63
Monte Vista Avenue on the Alhambra and Los Angeles Lines	\$ 28.9	Complete	0.40	Complete	1.15	FY07	7.64	FY09	19.91
State/University on the Cajon Line	\$ 27.5	Complete	0.24	FY06	1.42	FY07	4.10	FY08	21.69
Hunts Lane on the Yuma Line	\$ 26.4	FY07	0.45	FY07	1.40	FY08	5.00	FY09	19.55
Milliken Avenue on the Alhambra Line*	\$ 55.0	Complete	0.57	FY07	4.43	FY08	0.25	FY09	49.74
* Full funding of Milliken is dependent on CA level									
Phase 1 Total	\$ 113.1								
PHASE 2 PROJECTS									
Alhambra and Los Angeles Lines Combined (UP)									
Central Ave.	\$ 4.6	FY12	0.06	FY13	0.58	FY13	0.61	FY14	3.39
San Antonio Avenue	\$ 31.8	FY11	0.48	FY12	3.98	FY12	4.14	FY13	23.24
Sultana Avenue	\$ 25.3	FY13	0.38	FY14	3.16	FY14	3.29	FY15	18.45
Campus Avenue	\$ 31.7	FY08	0.48	FY09	3.96	FY10	4.12	FY11	23.13
Alhambra Line (UP)									
Vineyard Avenue	\$ 29.8	FY08	0.45	FY09	3.72	FY10	3.87	FY11	21.72
Mt. Vernon Avenue	\$ 5.9	FY12	0.09	FY13	0.74	FY13	0.77	FY14	4.32
Los Angeles Line (UP)									
Vine Avenue	\$ 25.4	FY13	0.38	FY14	3.18	FY14	3.31	FY16	18.57
Bon View Avenue	\$ 25.3	FY11	0.38	FY12	3.16	FY12	3.29	FY13	18.45
Vineyard Avenue	\$ 27.0	FY10	0.41	FY11	3.38	FY11	3.52	FY12	19.74
Archibald Avenue	\$ 31.2	FY08	0.47	FY09	3.90	FY10	4.06	FY11	22.78
Milliken Avenue	\$ 25.8	FY09	0.39	FY10	3.22	FY11	3.35	FY12	18.80
San Bernardino Line (BNSF and UP)									
Valley Boulevard	\$ 31.4	FY08	0.47	FY08	3.92	FY09	4.08	FY10	22.89
Laurel Street	\$ 27.4	FY09	0.41	FY09	3.42	FY11	3.56	FY12	19.97
Main Street	\$ 27.4	FY10	0.41	FY11	3.42	FY11	3.56	FY12	19.97
Olive Street	\$ 25.8	FY11	0.39	FY12	3.22	FY12	3.35	FY13	18.80
Mt. Vernon Avenue	\$ 43.2	Complete	-	FY08	0.66	Complete	-	FY09	42.50
Other improvements*: E Street, H Street	\$ 0.5	FY08	0.01	FY09	0.06	FY09	0.07	FY10	0.37
Cajon Line (BNSF and UP)									
Palm Avenue	\$ 26.9	FY08	0.40	FY10	3.36	FY11	3.49	FY12	19.62
Glen Helen Parkway	\$ 28.2	FY08	0.42	FY10	3.52	FY11	3.66	FY12	20.56
Ranchero Road	\$ 32.5	Complete	-	FY07	4.06	FY08	4.22	FY09	23.71
Vista Road	\$ 25.3	FY11	0.39	FY11	3.22	FY12	3.35	FY13	18.80
Hinkley Road	\$ 24.5	FY12	0.37	FY13	3.06	FY13	3.18	FY14	17.87
Lenwood Road	\$ 26.7	FY08	0.40	FY09	3.34	FY10	3.47	FY12	19.61
Oro Grande	\$ 9.8	FY12	0.14	FY14	1.20	FY14	1.25	FY16	7.01
Other improvements*: Indian Trail	\$ 0.5	FY07	0.01	FY07	0.06	FY08	0.07	FY09	0.37
Cutoff Line (UP)									
Ranchero Road	\$ 24.5	FY11	0.37	FY12	3.06	FY12	3.18	FY13	17.67
Pheasant Road	\$ 1.0	FY08	0.02	FY08	0.13	FY08	0.13	FY08	0.73
Other improvements*: Johnson Road	\$ 0.5	FY08	0.01	FY08	0.06	FY08	0.07	FY08	0.37
Yuma Line (UP)									
Whittier Avenue	\$ 0.5	FY08	0.01	FY08	0.06	FY08	0.07	FY08	0.37
Beaumont Avenue	\$ 24.5	FY12	0.37	FY14	3.06	FY14	3.18	FY15	17.87
Alessandro Road	\$ 25.3	FY10	0.38	FY11	3.16	FY11	3.29	FY13	18.45
Other improvements*: San Timoteo Canyon Road	\$ 2.0	FY08	0.03	FY08	0.25	FY08	0.26	FY09	1.46
Phase 2 Total	\$ 672.2								
*Not previously indicated for separation, more recent data may indicate otherwise									
Total	\$ 785.3								

Southern California Multi-County Goods Movement Action Plan

SURVEY NO. 2

Background

Significant increases in goods movement – the movement of goods for sale, supplies, and products by truck, freight train, airplane, and cargo ship – are expected within the next 20 years in Southern California. With imports coming in at an all-time high through the seaports of Los Angeles and Long Beach and the Mexican border crossings, Southern California not only serves as the network by which we receive our own goods, but also as the network by which eastern regions and states throughout the country receive their goods. In order for so many products to be readily available on our grocery and retail shelves, so much of them come through our ports, are “transloaded” or transferred off ship containers into local warehouses and then are trucked to our local stores or routed to points beyond Southern California.

Since May 2004, a partnership of public agencies (listed in the box below) has been studying transportation challenges related to goods movement. The **Southern California Multi-County Goods Movement Action Plan (MCGMAP)** will propose goods movement projects and strategies for six Southern California counties: Los Angeles, Ventura, San Bernardino, Riverside, Orange and San Diego. Technical review and stakeholder input has been steady and very helpful. We thank all who responded to Survey No. 1 in May 2006.

Purpose of this Survey

Based upon study work completed thus far, the MCGMAP team is now ready to propose goods movement regional strategies for public review and comment. **You are being asked for your opinions about these goods movement strategies with this Survey No. 2.** The attached survey will take about 10-15 minutes of your time.

All personal contact information will be kept confidential unless you agree to let us add you to our mailing list for this project. Answers from all respondents will be combined, so no one will be able to identify you by your answers.

Please complete the survey no later than **January 31, 2007** by:

- Completing it online at: www.metro.net/mcgmap
- Completing the hard copy and e-mail a PDF file to: MCGMAP@ArellanoAssociates.com
- Completing the hard copy and faxing to: **(909) 628-5804**
- Completing the hard copy and mailing to:

MCGMAP
c/o Arellano Associates
4091 Riverside Drive, Suite 117
Chino, CA 91710

For additional project information, including dates, times and locations of stakeholder meetings in Southern California, please visit our **homepage** website www.metro.net/mcgmap/ or e-mail us at mcgmap@metro.net.

Thank you for taking the time to complete our survey!

A partnership of:
Los Angeles County Metropolitan Transportation Authority ♦ Orange County Transportation Authority
Riverside County Transportation Commission ♦ San Diego Association of Governments
San Bernardino Associated Governments ♦ Ventura County Transportation Commission
California Department of Transportation ♦ Southern California Association of Governments

Section 1: Individual, Public Agency or Organization Information

1. I am responding to this entire survey as a(n): (Check one only.)

- ☐ Individual
☐ Representative of Public Agency (Federal, state, county or city, etc.)
☐ Representative of an Organization (Community-based, non-profit, professional association, issues advocacy, etc.).
☐ Private Business

2. In which county are you? (Check all that apply to you or your organization.)

- ☐ Los Angeles County ☐ Orange County
☐ Ventura County ☐ Imperial County
☐ San Bernardino County ☐ San Diego County
☐ Riverside County ☐ Other: _____

3. Would you like your name and contact information added to our mailing list for this project? (Check one only.)

- ☐ Yes (Please complete #4-10 below.)
☐ No (Skip to Question #11 below.)

4.	Individual's Name			
5.	Agency, Organization or Business Name (if applicable)			
6.	Address			
7.	City			
8.	State			
9.	Zip Code			
10.	E-Mail			
11.	If Individual, please check County of residence:	<input type="checkbox"/> Los Angeles <input type="checkbox"/> Ventura <input type="checkbox"/> San Bernardino	<input type="checkbox"/> Riverside <input type="checkbox"/> Orange <input type="checkbox"/> Imperial	<input type="checkbox"/> San Diego <input type="checkbox"/> Other: _____
12.	If Public Agency, check one:	<input type="checkbox"/> Local government <input type="checkbox"/> Federal government	<input type="checkbox"/> County government <input type="checkbox"/> Other, please describe:	<input type="checkbox"/> State government
13.	If Organization, check one:	<input type="checkbox"/> Community Based <input type="checkbox"/> Professional Association	<input type="checkbox"/> Issue Advocacy <input type="checkbox"/> Other, please describe:	<input type="checkbox"/> Non-Profit
14.	If Private business, Check one:	<input type="checkbox"/> Rail <input type="checkbox"/> Trucking <input type="checkbox"/> Maritime	<input type="checkbox"/> Aviation <input type="checkbox"/> Industrial/Manufacturing <input type="checkbox"/> Warehouse/Distribution	<input type="checkbox"/> Logistics/3PL <input type="checkbox"/> Other:

Section 2: Goods Movement Projects and Strategies

Many ideas have been suggested during the MCGMAP study that help address our goods movement challenge here in Southern California. Many project ideas and strategies have been identified. Ultimately, a mix of these ideas – rather than just one strategy – will be needed to improve our traffic flow and stem the negative impacts on our air quality, neighborhoods and overall environment. Of the following categories, please rate your level of support:

GOODS MOVEMENT STRATEGIES BY CATEGORY	Level of support from you, your agency, organization or business (Please check only one box per line.)				
	1 No Support	2 Little Support	3 Some Support	4 Supportive	5 Highly Supportive
PORT/RAIL-RELATED					
15. Additional near-dock rail close to ports to load containers directly to rail and reduce truck trips					
16. More intermodal facilities, where freight can be transferred between trains and trucks (existing facilities are at capacity)					
17. New shuttle trains to move freight between ports and intermodal facilities					
18. Other alternative technologies to move freight to intermodal facilities					
19. Increase rail capacity by adding new track along existing rail lines					
20. More rail grade separations, where highways will go over or under rail tracks and traffic will not have to wait for trains					
21. Increase capacity of port and railyards by more efficient operations					
TRUCK-RELATED					
22. Dedicated truck lanes, which are freeway lanes for trucks only, separated by barriers from other lanes (with or without tolls)					
23. <u>In San Diego County only</u> , allowing trucks on the barrier-separated high-occupancy vehicle (HOV) lanes in the off-peak periods (with or without tolls)					
24. Dedicated truck lanes only if significant impacts are avoided					

GOODS MOVEMENT STRATEGIES BY CATEGORY	Level of support from you, your agency, organization or business (Please check only one box per line.)				
	1 No Support	2 Little Support	3 Some Support	4 Supportive	5 Highly Supportive
25. Allow Longer Combination Vehicles (LCVs), also known as "triple trailers," on dedicated truck lanes if legalized (LCVs are trucks that are allowed to haul an added trailer)					
HIGHWAY-RELATED					
26. Improvements to freeway interchanges to reduce congestion into and out of industrial areas					
27. Add new freeway lanes for all traffic, both trucks and cars together					
28. New express toll lanes (like the SR-91 express lanes/"Fast Track") on other freeways, to reduce congestion for both cars and trucks					
OPERATIONAL & TECHNOLOGY					
29. Expand seaport and border crossing hours further to increase efficiency and spread traffic					
30. Expand delivery hours at warehouses to increase efficiency and spread traffic					
31. Increased use of advanced technology for vehicle management, routing and safety inspections					
32. Operational and scheduling techniques to reduce delays at ports and intermodal facilities					
FINANCIAL & POLICY					
33. Charge a fee on containers to pay for infrastructure improvements that facilitate freight movement					
34. Require new dedicated truck lane facilities to be totally user-financed through either container fees and/or tolls					
35. Fund new dedicated truck lane facilities through a combination of public funds and user fees, if that is the only way they can be built					

GOODS MOVEMENT STRATEGIES BY CATEGORY	Level of support from you, your agency, organization or business (Please check only one box per line.)				
	1 No Support	2 Little Support	3 Some Support	4 Supportive	5 Highly Supportive
ENVIRONMENTAL					
36. Invest in air quality improvements at the same time as infrastructure improvements					
37. Invest in air quality improvements first, then focus on infrastructure improvements					
38. Invest in infrastructure improvements first, then focus on air quality improvements					
39. Public funds should be used as an incentive to help truck operators to change over to cleaner engines					
40. Public funds should be used as an incentive to help the railroads switch to cleaner engines					
41. Railroads and truckers should fund cleaner engines entirely on their own					
42. The ports should negotiate with steamship operators to reduce pollutants through strict provisions in terminal leases					
43. Local governments should require buffers between new industrial developments and new/existing residential areas					
44. Local governments should require buffers between new residential development and heavily traveled freeways and rail lines					

Section 3: Specific Project Questions

The following questions pertain to issues or projects which have drawn a high level of stakeholder attention during this **MCGMAP** study.

45. **STEP 1:** Check all highways on which you believe *dedicated truck lanes* could be both feasible and beneficial.

STEP 2: For those highways you have selected, please indicate your order of priority with "1" being the most important, "2" being the second most important, and so on.

STEP 3: Check all highways on which you believe *additional mixed flows lanes* could be both feasible and beneficial.

STEP 4: For those highways you have selected, please indicate your order of priority with "1" being the most important, "2" being the second most important, and so on.

Highway Name (In alphabetical and numerical order)	TRUCK LANES		MIXED FLOW LANES	
	Step 1: Truck Lane? (check all that apply)	Step 2: Truck Lane Priority (number)	Step 3: Mixed Flow? (check all that apply)	Step 4: Mixed Flow Priority (number)
Interstate 5 (Golden State Freeway) in Los Angeles County				
Interstate 5 (Santa Ana Freeway) in Orange County				
Interstate 5 (San Diego Freeway) in San Diego Co. (to Mexico Border)				
Interstate 10 (Santa Monica Freeway) in West Los Angeles County				
Interstate 10 (San Bernardino Freeway) in East Los Angeles County				
Interstate 10 (San Bernardino Freeway) in San Bernardino County				
Interstate 10 (San Bernardino Freeway) in Riverside County				
Interstate 15 (Barstow/Mojave Freeway) in San Bernardino County				
Interstate 15 (Temecula Valley Freeway) in Riverside County				
Interstate 15 (Escondido Freeway) in San Diego County				
Interstate 110 (Harbor Freeway) in Los Angeles County				
Interstate 210 (Foothill Freeway) in Los Angeles County				
State Route 210 (Foothill Freeway) in San Bernardino County				
Interstate 215 (Barstow Freeway) in San Bernardino County				
Interstate 215 (Riverside/Escondido Freeway) in Riverside County				
Interstate 405 (San Diego Freeway) in Los Angeles County				
Interstate 605 (San Gabriel Valley River Freeway) in Los Angeles Co.				
Interstate 710 (Long Beach Freeway) in Los Angeles County				
State Route 57 (Orange Freeway) in Los Angeles County				
State Route 57 (Orange Freeway) in Orange County				
State Route 60 (Pomona Freeway) in Los Angeles County				
State Route 60 (Pomona Freeway) in San Bernardino County				
State Route 60 (Moreno Valley Freeway) in Riverside County				
State Route 91 (Artesia/Riverside Freeway) in Orange County				
State Route 91 (Artesia/Riverside Freeway) in Riverside County				
State Route 118 (Ronald Reagan Freeway) in Ventura County				
State Route 118 (Ronald Reagan Freeway) in Los Angeles County				
State Route 126 (Santa Paula Freeway) in Ventura County				
State Route 126 (Santa Paula Freeway) in Los Angeles County				
State Route 138 (Pearblossom Highway) in North Los Angeles County				
State Routes 905/11 (Otay Mesa Road) in San Diego County				
US Route 101 (Ventura Freeway) in Ventura County				
US Route 101 (Hollywood Freeway) in Los Angeles County				
US Route 395 (Eastern Sierra Highway) in San Bernardino County				
State Routes 86 and 111 in Imperial County (to Mexico border)				

46. For all goods movement improvement projects, what sources of funding should be used to construct new projects?

Sources of Funding	Check all that apply	What is your priority? (number)
Tolls		
Container fees		
Public bond issue		
Taxes (gas, sales, other)		
Private sector		
Other:		

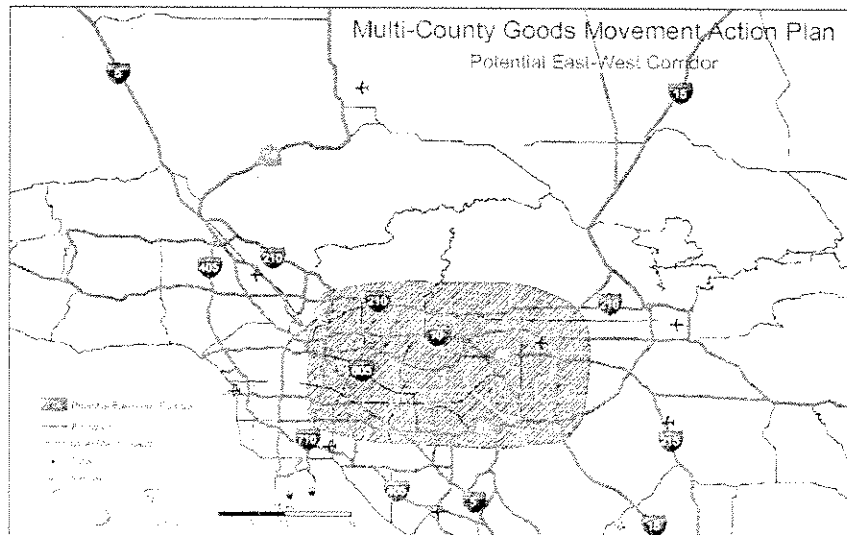
47. Much of the goods movement traffic travels east-west between the Ports of Los Angeles and Long Beach to points farther east. Many of these trucks travel from these two ports on the I-710 (Long Beach Freeway) and then transfer to one of four freeways to get to the Inland Empire and points beyond. They are:

- State Route 91 (Artesia/Riverside Freeway),
- State Route 60 (Pomona/Moreno Valley Freeway),
- Interstate 10 (San Bernardino Freeway)
- Interstate 210 (Foothill Freeway).

Do you think improvements, which would encourage truck traffic, should be made to one of these four east-west freeways *more* so than the others?

_____ Yes, improve one of these the most
(Go to question #48.)

_____ No, improve all about the same
(Go to question #49.)



48. If yes, which one? (Check one only.)

- _____ State Route 91 (Artesia/Riverside Freeway) in Orange and Riverside Counties
- _____ State Route 60 (Pomona/Moreno Valley Freeway) in Los Angeles, San Bernardino and Riverside Cos.
- _____ Interstate 10 (San Bernardino Freeway) in Los Angeles, San Bernardino and Riverside Counties
- _____ State Route 210 (Foothill Freeway) in Los Angeles and San Bernardino Counties

Section 4: General Questions

49. Of all the goods movement strategies presented here, or which you are aware, which five projects or strategies do you believe should absolutely be implemented in Southern California?

1. _____
2. _____
3. _____
4. _____
5. _____

50. What projects or strategies, if any, should be added for consideration?

51. Is there anything else you would like to tell us about goods movement issues in Southern California?

52. Please suggest any other possible survey responders.

Thank you for your time in completing this important survey!

Please visit our website for ongoing information and final steps on the Southern California Multi-County Goods Movement Action Plan.

www.metro.net/mcgmap

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: February 7, 2007

Subject: 2006 State Transportation Improvement Program (STIP) Augmentation

Recommendation:* Information on 2006 STIP Augmentation.

Background: Proposition 1B, the Highway, Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, was approved by voters on November 7, 2006. This Act authorizes \$2 billion in general obligation bond proceeds to be available for projects in the STIP. These funds will be deposited in the newly created Transportation Facilities Account (TFA) and will be available for the STIP when appropriated by the Legislature. Because of funding constraints in the 2006 STIP, many projects statewide were either removed from the STIP or delayed to later years when funds would be available. In San Bernardino County, Segment 5 of the I-215 North project through San Bernardino was deprogrammed by the California Transportation Commission (CTC) in approval of the 2006 STIP. Rather than wait for the 2008 STIP, the CTC has initiated a special STIP development cycle to augment the 2006 STIP. This will allow not only those projects that were either deprogrammed or delayed in the past to move forward but will also give an opportunity to add new projects to the STIP.

The SANBAG Board of Directors acted in January 2007 to receive the schedule for development of the 2006 STIP Augmentation, including Board approval of the 2006 STIP Augmentation submittal to the CTC in March 2007. The CTC adopted the fund estimate (FE) for the 2006 STIP Augmentation at its meeting on

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

brd0702a-abz
50007000
Attachments: brd0702a1-abz

December 13, 2006. The FE identifies \$2.1 billion of additional programming capacity available statewide in this augmentation. Of this, \$638 million is from the Public Transportation Account (PTA), which is a trust fund for transportation planning and mass transportation purposes, leaving \$1.4 billion available statewide for highway and road projects. Because these proceeds are from bond proceeds, all of the new funds will be state-only funds.

2006 STIP Augmentation Overview

Figure 1 provides an overview of the 2006 STIP and 2006 STIP Augmentation revenue and programming. Table 1 documents current STIP commitments by the SANBAG Board and the current availability of STIP funds. Table 2 provides a listing of cost increases to currently programmed projects in comparison with available revenues from the STIP and other sources. The tables are discussed individually in more detail below.

1. Figure 1 shows the current programming for San Bernardino County totaling about \$453 million in the 2006 STIP. San Bernardino County receives 4.69% of the statewide total of new programming capacity, or \$97.3 million. Because \$64 million was left unprogrammed during the 2006 STIP cycle, the FE shows a net share of \$161.4 million for San Bernardino County. Of this, \$29.9 million may only be available for PTA-eligible projects. Unlike STIP cycles in the recent past, this augmentation does not prescribe annual programming targets, therefore projects may be programmed in the year they are expected to be delivered. As stated previously, the availability of bond proceeds will be subject to annual appropriations by the Legislature, however the CTC expects the Legislature will consider the annual programming in making those appropriations.
2. Table 1 shows SANBAG's programmed commitments through the 2006 STIP. As shown, the unprogrammed share balance from the 2006 STIP was \$64,107,000. During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 of the I-215 North project because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments for the closing out of Caltrans' support costs on various projects. As shown, the 2006 STIP Augmentation results in a total programming capacity of \$161,448,000.

Note that Table 1 also includes the Transportation Enhancements (TE) programming, which is administered through the STIP. As this is a federal

program, the STIP Augmentation does not provide additional funding for these projects.

3. While this fund estimate provides additional programming capacity, new capacity for non-PTA eligible projects (highway projects) could be limited to \$131M, depending on statewide programming, and most of the currently programmed projects have either experienced cost increases or were partially programmed during approval of the 2006 STIP because of limited programming capacity. Fortunately, the CTC has not established annual programming targets as they have in the recent past; therefore projects can be programmed based on schedule rather than on annual funding availability.

Table 2 shows the unfunded need for currently programmed STIP projects that have either experienced cost increases or have portions of the project unprogrammed, such as Segment 5 of the I-215 North project. The total unfunded need is \$232.3M. Caltrans has indicated that they intend to request of total of \$39M in Interregional Improvement Program (IIP) funds from the 2006 STIP Augmentation for the I-15 Phase 2 and SR-138 projects. In addition, SANBAG and Caltrans have jointly requested \$109M through the Corridor Mobility Improvement Account (CMIA) nomination process. If these requests are successful, \$84M in STIP Augmentation funds will be required to fund cost increases on I-215 North, leaving from \$47M to \$77M available for other projects not currently programmed in the STIP.

Adoption Schedule

The Regional Transportation Improvement Program (TIP) is to be submitted to the CTC by April 2, 2007, and final CTC adoption of the 2006 STIP Augmentation is scheduled for June 7, 2007. In addition, the CTC plans to adopt the program of projects for the CMIA on February 28, 2007. The results of that decision obviously effect the programming decisions for the STIP Augmentation.

Staff is beginning development of programming and scheduling priorities for the 2006 STIP Augmentation; however because of the CMIA schedule, it will not be possible to present the final 2006 STIP recommendations until the SANBAG Board meeting in March 2007. It will also be necessary for the Board to act on the final 2006 STIP recommendations at that time because of the CTC submittal schedule.

Financial Impact: This item has no impact on the approved SANBAG Fiscal Year 2006-2007 Budget.

Reviewed By: This item was reviewed by the Plans and Program Policy Committee on January 17, 2007 and the Mountain/Desert Committee on January 19, 2007. (*Plans and Programs chaired by Mayor Mark Nuaimi and Mountain/Desert Chaired by Mayor Lawrence Dale*)

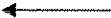
Responsible Staff: Ty Schuiling, Director of Planning and Programming
Andrea Zureick, Senior Transportation Analyst

FIGURE 1: 2006 STIP PROGRAMMING
 (\$ in thousands)

<u>2006 STIP</u>	
Total Revenue Available through 2006 STIP	517,148
Less Total RIP Programmed	-453,041
Total Available for Programming	64,107

<u>2006 STIP Augmentation</u>	
2006 STIP Augmentation Apportionment	97,341

Grand Total Available for Programming 161,448



At least \$131,542 of this is available for programming on highway and road projects.
 Depending on the programming statewide, up to \$29,906 may be available only for programming on mass transportation projects.

TABLE 1: RECAP OF 2006 - 2011 STIP
(\$ in thousands)

	Regional Improvement Program	Transportation Enhancements	South Coast CMAQ (HOV)	STP	Measure I Maj Proj.	DEMO	ITIP	Other	Project Total
1 REVENUE AVAILABLE THROUGH 2006 STIP CYCLE									
2 Revenue Available through 2004 STIP Cycle	\$629,477	\$19,063							
3 2006 STIP Regional Improvement Program/Transportation Enhancements	\$88,986	\$5,423							
4 Less Lapsed Funds/Allocated Funds through June 2006	(\$1,300)	(\$7,342)							
5 Voted/Completed Projects No Longer in STIP through June 2006	(\$200,015)								
6 Total Available	\$517,148	\$17,144							
7									
8 PROGRAMMED COMMITMENTS									
9 Planning, Programming, & Monitoring Reserve (FY06/07 - FY10/11):	\$2,916								\$2,916
10 Planning, Programming, & Monitoring AB3090 Reimbursement (FY03/04):	\$632								\$632
11 SR-210 (30) Corridor (Design, ROW):	\$114,371				\$35,681				\$150,052
12 SR-210 (30) Corridor (Segment 11/1-215 Const):	\$32,967				\$22,000				\$54,967
13 I-215 North Corridor:	\$256,862	\$25,000	\$90,432	\$76,425	\$110,474	\$2,063	\$51,127	\$56,500	\$617,756
14 I-15 Northbound Widening Phase 2:	\$25,843						\$68,997	\$1,760	\$78,730
15 SR-138 Widening from I-15 to County Line (ROW and Const):	\$15,450						\$4,000	\$6,000	\$84,447
16 US-395 Widening from I-15 to S.R. 58 (PA&ED):	\$4,000								\$14,000
17 Transportation Enhancements (TE) Reserve:		\$14,688							\$14,688
18 Colton/San Bernardino Bike Lane:		\$660							\$660
19 Fontana PE Inland Empire Trail:		\$1,796							\$1,796
20 TOTAL:	\$453,041	\$17,144	\$90,432	\$76,425	\$168,155	\$2,063	\$124,124	\$64,260	\$1,020,644
21									
22 Total Unprogrammed Share Balance from 2006 STIP:	\$64,107	\$0							
2006 STIP Augmentation Regional Improvement Program (Non-PTA):	\$67,435								
2006 STIP Augmentation Regional Improvement Program (PTA):	\$29,906								
	\$161,448								

NOTES (by line number):

- 9 Programming for FY 06/07 and FY 07/08 represents 1 percent set-aside for planning, programming, and monitoring activities out of the statutorily authorized 5 percent of the total RIP funds available. Programming for FY 08/09 - FY10/11 represents 1.1 percent set-aside.
- 10 An AB 3090 reimbursement was approved by the CTC in April 2004 so that costs incurred in FY 03/04 for PPM activities can be reimbursed by the STIP in FY 07/08.
- 13 See Item 22 below. "Other" represents deprogrammed funds for Segment 5.
- 19 Project was granted a one year allocation deadline extension to June 30, 2007. If funds are not allocated before that date, they will be lost from the County Share.
- 22 During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments.

TABLE 2: CURRENT PROGRAMMING UNFUNDED NEED
(\$ in thousands)

2006 STIP Period - Programmed Project Cost Increases	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	Total
SR-210 (30) Corridor (Segment 11/I-215 Const):		\$25,000				\$25,000
I-215 North Corridor:	\$33,311	\$716	\$25,171		\$62,573	\$121,771
I-15 Northbound Widening Phase 2:	\$6,762		\$432	\$50,226		\$56,988
SR-138 Widening from I-15 to County Line (ROW and Const):	\$563				\$27,500	\$28,495
Total Cost Increases	\$40,636	\$25,716	\$25,603	\$50,226	\$90,073	\$232,254
2006 STIP Period - Proposed Non-STIP Fund Sources	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	Total
ITIP:	\$7,325		\$432	\$3,794	\$27,500	\$39,051
CMIA:				\$46,432	\$62,573	\$109,005
Total Non-STIP Fund Sources	\$7,325	\$0	\$432	\$50,226	\$90,073	\$148,056
2006 STIP Augmentation Required	\$33,311	\$25,716	\$25,171	\$0	\$0	\$84,198

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: February 7, 2007

Subject: High Desert Work Trip Travel Patterns

*Recommendation:** Receive a Report on the Work Trip Travel Patterns for Workers Residing in the High Desert and Commuting through the Cajon Pass.

Background: At the July 21, 2006 Mountain/Desert Meeting, staff presented information on work trip travel patterns for each of the local jurisdictions in the Mountain/Desert subareas of San Bernardino County. Since July, staff has continued to analyze the work trip travel behavior within San Bernardino County. This item builds on the previous material by providing a focused analysis of the work trip travel patterns in the Cajon Pass.

All of the analysis on the work trip travel behavior conducted to date is based on the Census Transportation Planning Package (CTPP). The CTPP is a set of special tabulations from the decennial census designed for transportation planning purposes. The CTPP contains tabulations by place of residence, place of work, and for flows between home and work. The data are tabulated from answers to the Census 2000 long form questionnaire, mailed to one in six U.S. households. Because of the large sample size, the data can be a powerful basis for analyzing travel patterns for home-to-work trips. The CTPP provides comprehensive and cost-effective data, in a standard format, across the United States. It is a cooperative effort sponsored by the State Departments of Transportation under a pooled funding arrangement with the American Association of State Highway and Transportation Officials (AASHTO).

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Approved
Board of Directors

Date: _____

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In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The previous analysis focused on travel patterns for work trips to and from each city in San Bernardino County. The two types of information presented at the jurisdictional level included:

- Where residents of each city work
- Where people employed in each city live

The CTPP data factors upward the one in six household surveys to derive the total number of daily work trips to and from each jurisdiction in year 2000, as estimated by the Census Bureau. In the CTPP data set, the employment estimates have not been updated to the current year, so the CTPP's employment estimates are not used. Instead, the commuting trends identified in the CTPP are applied to updated employment estimates for the Victor Valley. The information is presented in Attachment A.

The distribution of "where residents of each city work" was fairly consistent for the jurisdictions of the Victor Valley. The jurisdiction with the highest percentage of residents employed within the High Desert is the Town of Apple Valley and the jurisdiction with the highest percentage of residents employed down the pass is the City of Hesperia. Both of the findings are intuitive. The higher percentage of residents employed within the High Desert for the Town of Apple Valley is most likely due to the distance of its residents from the I-15 and the high level of congestion leading to the I-15 Interchanges with Main Street, Bear Valley Road and D Street. The higher percentage of Hesperia residents employed down the pass is attributable to the City's close proximity to the I-15 and the employment centers down the pass.

Finally, the analysis shows that approximately 33,000 residents of the High Desert commute down the pass daily, producing a total of approximately 66,000 daily work-related person-trips on the I-15 freeway in the Cajon Pass. This equates to approximately 60,000 vehicle trips per day, using an estimated 1.1 occupants per vehicle (typical of vehicle occupancy rates for work trips). According to Caltrans, I-15 south of SR-138 in the Cajon Pass carries approximately 164,000 vehicles per day. Therefore, the work trips down the pass account for about 37% of the daily trips in the Cajon Pass.

Financial Impact: This item has no financial impact. All staff activities are consistent with the adopted Budget, Task No 94107000, Mountain/Desert Planning.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 19, 2007. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Ryan Graham, Transportation Planning Specialist

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94107000

Attachment A: Where Residents of the High Desert Work

	2006 Workers	High Desert		Down the Pass		Other		Total Workers
		%	#	%	#	%	#	
Adelanto	6,752	57.3%	3,869	39.4%	2,660	3.3%	223	6,752
Apple Valley	20,517	69.3%	14,218	24.5%	5,027	6.2%	1,272	20,517
Hesperia	24,348	57.5%	14,000	39.9%	9,715	2.6%	633	24,348
Victorville	29,381	59.5%	17,482	36.9%	10,842	3.6%	1,058	29,381
County	18,141	69.3%	12,575	24.0%	4,354	6.7%	1,215	18,145
Total	99,140	62.7%	62,144	32.9%	32,597	4.4%	4,401	99,143

Minute Action

AGENDA ITEM: 9

Date: February 7, 2007

Subject: Congestion Management Program Cost Allocation

Recommendation:*

1. Approve the cost allocation schedule for the Congestion Management Program (CMP) for 2005/2006; and
2. Approve invoicing of Mountain/Desert jurisdictions.

Background: Expenses related to the Congestion Management Program for 2005/2006 have been compiled and allocated between the Valley and the Mountain/Desert subareas. In 2005/2006, CMP expenses were charged to the following tasks:

0620305 CMP General	0620340 CMP Morongo Basin
0620310 CMP North Desert	0620350 CMP Victor Valley
0620320 CMP Colorado River	0620360 CMP Valley
0620330 CMP Mountains	

Task No. 0620305, Congestion Management Program General, accumulates expenses related to the general activities and updates of the countywide CMP program. The attached allocation schedule distributes charges to Task No. 0620305 among the Valley and Mountain/Desert jurisdictions on a per capita basis. Task Nos. 0620310 through 0620360 accumulate expenses related to CMP activities in specific geographic subareas. Expenses in the Mountain/Desert tasks are divided equally among the jurisdictions within each subarea. This formula

Approved
Board of Directors

Date: _____

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Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

provides for sharing of general and administrative expenses among all jurisdictions and allocation of expenses related to specific subareas to be born equally among the affected jurisdiction.

With the passage of Measure I 2010-2040 in November 2004, jurisdictions within the urbanized San Bernardino Valley and Victor Valley subareas are participating in the Development Mitigation Nexus Study. The cost allocation table, included as Attachment 1, allocates costs to the Victor Valley for its share of Development Mitigation Program costs performed as part of the Congestion Management Program. The costs incurred from the Development Mitigation Nexus Study were apportioned on a per capita basis between the Valley and Victor Valley, with Victor Valley Development Mitigation Program charges added directly to task No. 0620350.

Valley Measure I Transportation Management and Environmental Enhancement Funds are used for expenses relative to CMP activities in the Valley subarea. Mountain/Desert jurisdictions are individually invoiced for their share of CMP expenses.

Financial Impact: This item will result in reimbursement to the Valley Measure I Traffic Management and Environmental Enhancement Fund for expenses that have been incurred on behalf of Mountain/Desert jurisdictions during 2005/2006 relative to CMP activities. Expenditures for the CMP program are consistent with the adopted SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 19, 2007. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

Attachment 1

CONGESTION MANAGEMENT PROGRAM COSTS 2005/2006

COST ALLOCATION

JURISDICTION	TN 0620305	TN 0620310-50	TOTAL
COLORADO RIVER SUBAREA			
Needles	\$ 249.26	\$ 259.84	\$ 509.10
San Bernardino County	104.25	259.84	364.09
MOUNTAINS SUBAREA			
Big Bear Lake	271.24	516.71	787.95
San Bernardino County	2,039.66	516.71	2,556.37
MORONGO BASIN SUBAREA			
Twentynine Palms	1,206.50	142.35	1,348.86
Yucca Valley	901.08	142.35	1,043.43
San Bernardino County	1,103.44	142.35	1,245.79
NORTH DESERT SUBAREA			
Barstow	1,035.43	373.22	1,408.65
San Bernardino County	1,544.00	373.22	1,917.22
VICTOR VALLEY SUBAREA			
Adelanto	1,091.63	5,232.75	6,324.39
Apple Valley	2,961.94	5,232.75	8,194.69
Hesperia	3,521.84	5,232.75	8,754.59
Victorville	4,174.58	5,232.75	9,407.33
San Bernardino County	2,947.94	5,232.75	8,180.69
TOTAL	\$23,152.79	\$28,890.35	\$52,043.14

Attachment 2

CONGESTION MANAGEMENT PROGRAM

Assembly Bills 471, 1791, and 3093, first implemented in 1990 by Proposition 111, require adoption and biennial updating of Congestion Management Programs (CMPs) for each county with an urbanized area of more than 50,000 population. In San Bernardino County, San Bernardino Associated Governments (SANBAG) was designated the Congestion Management Agency by the local governments, and is charged with developing and monitoring compliance with the program. Implementation of the program, and local compliance, are required to gain access to transportation funding through the Regional Transportation Improvement Program. The State controller is required to withhold local gas tax subventions from local jurisdictions which are not in conformance with the adopted CMP.

The CMP for San Bernardino County was developed by SANBAG through technical and policy committees with representation from all local jurisdictions, Caltrans, and the private sector. It was adopted by the Congestion Management Agency Board of Directors on November 4, 1992, and was updated in November 1993 and every odd-numbered year thereafter.

WHAT IS THE INTENT OF THE CMP?

The CMP is intended to strengthen the nexus between transportation and land use decisions, with consideration for air quality. It has resulted in more consistent analysis and a better understanding of regional or multi-jurisdictional transportation consequences of local actions.

HOW DOES IT ACCOMPLISH THIS?

The CMP requires definition of the regional multimodal transportation system, maintenance of level of service standards on regional roads, and implementation of measures to maximize the efficiency of the existing system. It also provides mechanisms to objectively identify and prioritize improvements to the regional system, and is the vehicle through which various state and federal transportation funds are accessed. The statutory CMP requirements are described below.

REQUIRED CMP ELEMENTS

1. **Establishment of Level of Service (LOS) Standards, as calculated by a uniform LOS methodology, for the system of highways and principal arterial roadways within the**

county. Once designated, no roadway can be removed from the system. All new highways and principal arterials must be added to the system. The LOS standard must be LOS E or better, except on links or intersections which currently operate at LOS F. Deficiency plans must be completed and adopted for facilities which fail to meet the standard. Deficiency plans are described below.

2. **Standards for public transit service including frequency and routing, and for coordination among separate transit operators.**
3. **A trip reduction and travel demand element that promotes carpools, vanpools, transit, bicycles, park-n-ride, jobs/housing balance, flextime, and parking management.**
4. **A program to analyze the impacts of local land use decisions on the regional transportation system, including an estimate of the costs to mitigate the identified impacts. This has been implemented through preparation of Traffic Impact Analyses for jurisdictions in the rural areas of the County. However, following the passage of Measure I 2010-2040, this requirement is met in the San Bernardino Valley and Victor Valley urbanized areas¹ through locally implemented development mitigation programs that are consistent with the SANBAG Development Mitigation Nexus Study.**
5. **A capital improvements program (CIP) to maintain or improve the traffic level of service and transit performance standards, and mitigate the regional transportation impacts of further development. The capital improvements program must conform to transportation-related vehicle emissions air quality mitigation measures. The actions identified within deficiency plans, traffic impact analyses, or other transportation master plans to mitigate the impacts of development and growth will serve as bases for the CIP.**

MODELING REQUIREMENTS

SANBAG, with cooperation from SCAG, the cities, and the County, is required to develop a uniform data base on traffic impacts for use in transportation computer models or compatible analytical tools. The CMA must approve the consistency of local modeling efforts that are used to determine the impacts of development on the circulation system. Local modeling is to be compatible with CMP models, which in turn are to be consistent with regional models. The data base used in the County is to be consistent with the data base used by SCAG. The CMP model(s) for San Bernardino County are more locally detailed versions of the SCAG Regional model, and are maintained at SCAG's Inland Office.

¹ San Bernardino Valley jurisdictions include: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa and their spheres of influence. Victor Valley jurisdictions include: Adelanto, Apple Valley, Hesperia, Victorville and their spheres of influence.

MONITORING

SANBAG must monitor implementation of all elements of the CMP, and is required to make an annual determination of conformance with the CMP for each city and the County. Conformance criteria include:

1. Consistency with LOS and performance standards. Exceptions are segments or intersections for which deficiency plans for implementation of needed improvements have been adopted.
2. Adoption and implementation of a program to analyze the impacts of land use decisions by each local jurisdiction, including documentation of the costs associated with impact mitigation. Within the Valley and Victor Valley areas, their requirement is met by local implementation of development mitigation programs consistent with the SANBAG Development Mitigation Nexus Study. In non-urban areas, it is met by preparation of TIA Reports on qualifying projects.

In addition, traffic levels of service on the CMP roads are to be determined annually. Within San Bernardino County, the owner/operator of each facility has been responsible for monitoring the performance of the facility.

CONFORMANCE

If the Congestion Management Agency determines, following a public hearing, that a jurisdiction has not conformed to the requirements of the CMP, it will notify that city or the County in writing of the specific areas of nonconformance. If the city or County has not reached conformance within 90 days, the SANBAG Board is required to make a finding of nonconformance and submit the finding to the State Controller. The Controller then withholds apportionment of funds otherwise apportioned to the jurisdiction under Section 2105 of the Streets and Highways Code. If, within the 12-month period following receipt of the notice of nonconformance, the Controller is notified by the CMA that the local jurisdiction is again in conformance, the withheld monies will be provided to that jurisdiction. If the local jurisdiction continues to be out of conformance beyond the 12-month period, the apportionments withheld from that jurisdiction are to be returned to the CMA to be expended for capital projects of regional significance. Apportionments returned to the CMA cannot be expended for administration or planning purposes.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: February 7, 2007

Subject: Origin/Destination Truck Study on SR-58 between San Bernardino and Kern Counties

*Recommendation:** Authorize staff to proceed with a fund transfer agreement with the State of California Department of Transportation (Caltrans) for state transportation planning funds in an amount not to exceed \$250,000 for an origin and destination truck study on SR-58 between the I-5 freeway in Kern County and the I-15 freeway in San Bernardino County.

Background: Caltrans has proposed the transfer of \$250,000 to SANBAG for purposes of conducting an origin and destination truck study on State Route 58 between the I-5 freeway in Kern County and the I-15 freeway in San Bernardino County. As part of the fund transfer agreement, SANBAG would be required, with participation from Caltrans and Kern County Council of Governments (COG), to issue an RFP for the project, select a consultant, and manage the consultant contract.

Initially, Caltrans proposed to serve as lead agency on the project; however, due to contracting requirements associated with the Public Transportation Account funds, Caltrans could not permit SANBAG or Kern COG to participate in the consultant selection or contribute financially to the project. Kern COG has budgeted \$30,000 in their FY 2006/2007 budget as a contribution to the project. If Caltrans remained the contracting agency on this project, Caltrans would be unable to accept the contribution from Kern COG. In addition, if SANBAG was

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*Approved
Board of Directors*

Date: _____

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In Favor:

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Witnessed: _____

able to contribute funds towards this project out of its FY 2007/2008 budget, it would be precluded from doing so because of the funding restrictions.

This item seeks approval for SANBAG to serve as the contracting agency for the study, to manage and monitor the performance of the consultant, and to facilitate Technical Advisory Committee meetings throughout the duration of the project. The total project duration is anticipated to be eighteen months from the time the contract is awarded.

The intent of the origin and destination truck study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino County and Kern County and to better understand the types of cargo being transported by the trucks. The information gained from this study will be used to inform the SR-58 project development activities currently underway and to inform other future planning efforts in the region.

Financial Impact: This item has no financial impact on the adopted budget. All staff activities are consistent with the adopted Budget, Task No 94107000, Mountain/Desert Planning. SANBAG monetary contributions to the study will be examined during the 2007/2008 budget development process.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 19, 2007. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Ryan Graham, Transportation Planning Specialist

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 11

Date: February 7, 2007

Subject: San Bernardino Associated Governments State and Federal Legislative Program

Recommendation: * Approve the Proposed Federal and State Legislative Programs.

Background: Attached are the 2007 Federal and State Legislative Programs for adoption. The programs include carry-over and updated items from prior year's legislative programs and (the amended sections are noted in track changes).

The 2007 State Legislative Program remains predominately unchanged from the 2008 Program with the exception of the following:

- Added a bullet point to support efforts to maximize funding opportunities via Proposition 1B.

Both the Federal and State Legislative Programs will continue to seek protection of current funding levels, support increases in transportation revenues while maximizing flexibility and streamline administrative processes.

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Approved

Board of Directorse

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

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Attachments:
BRD0702B1-JF.doc
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50307000

Financial Impact: Funding to support the State and Federal Legislative Program is included within the adopted SANBAG FY07-08 Budget.

Reviewed By: This item was reviewed by the Administrative Committee on January 17, 2007 and unanimously recommended for approval. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

DRAFT

San Bernardino Associated Governments 2007 State Legislative Program

OVERALL OBJECTIVES

1. Protect and enhance current funding levels.
2. Support increases in transportation revenues and funding sources that enhance SANBAG's ability to develop and deliver planned projects.
3. Maximize flexibility in the use of existing transportation revenues.
4. Streamline administrative and regulatory processes.

STATE LEGISLATIVE PROGRAM

1. **Protect transportation funding levels for transportation programs.**
 - A. Protect existing highway and transit funds, including Proposition 42, Traffic Congestion Relief Program, Public Transportation Account and Transportation Development Act, against suspension, transfer or expenditure for non-transportation uses or for purposes other than those specified in law.
 - B. Support State budget and California Transportation Commission allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program (STIP) and the Measure I Expenditure Plan.
 - C. Support and/or sponsor legislation to protect the statutory 1.5 percent of revenue cap on administrative fees levied by the Board of Equalization (BOE) for the collection and administration of county transportation sales tax measures.
 - D. Support legislative efforts to index the gas tax to an inflationary index or to the price of gasoline to ensure that State Highway Trust Fund revenues will not continue falling relative to total miles driven. Any indexing provisions approved at the state level should include a prohibition against the diversion of gas taxes collected from transportation purposes to general fund purposes. In addition, if the index is tied to the price of gasoline, SANBAG supports a statutory cap and floor as part of the indexing provision to provide a consistent, predictable revenue stream and protect against significant tax increases due to market fluctuation on the price of gasoline.
 - ~~E. Oppose any proposal that could reduce San Bernardino County's opportunity to receive transportation funds, including diversion of state transportation revenues for other purposes. Fund sources include, but are not limited to, the State Highway Account (SHA), Public Transit Account (PTA), and Transportation Development Act (TDA) and any ballot initiative sources.~~
 - F-E. Support full funding of the regional programming process to provide for regional

determination and programming for the use of all current funding sources and to provide total flexibility for all current and future STIP programs.

~~G.F.~~ Support state policies that assure timely allocation of transportation revenue, including allocations of new funds available to the STIP process as soon as they are available.

~~H.G.~~ Continue to support AB 2766 vehicle license fee funding in the South Coast Air Basin, the South Coast Air Quality Management District (SCAQMD), to the cities and the Mobile Source Air Pollution Reduction Review Committee (MSRC); support MSRC's independence as a committee.

~~I.H.~~ Support legislation or the development of administrative policies to allow a program credit for local funds spent on accelerating STIP projects through right-of-way purchases, or environmental and engineering consultant efforts.

~~J.I.~~ Support legislation that will allow the state to advance and/or loan funding to local agencies for projects that are funded through sales tax programs but delayed due to cash flow problems.

~~K.J.~~ Support current local program funding and flexibility of the State's Transportation Demand Management program.

~~L.K.~~ Support legislation and/or budgetary actions to assure a fair share of State revenues of intercity rail (provided to Amtrak, Metrolink or other operators) funding for Southern California and San Bernardino County.

~~M.L.~~ Support legislation that ensures equity of benefit from the investment of State passenger rail funds to all passenger rail lines including commuter rail systems.

M. Oppose any proposal that could reduce San Bernardino County's opportunity to receive transportation funds, including diversion of state transportation revenues for other purposes. Fund sources include, but are not limited to, the State Highway Account (SHA), Public Transit Account (PTA), and Transportation Development Act (TDA) and any ballot initiative sources.

2. Support increases in transportation revenues and funding sources that enhance the ability of SANBAG to implement their transportation programs and plans.

~~A.~~ Support guidelines that maximizes SANBAG's ability to receive the highest distribution possible of available funding authorized through Proposition 1B.

~~A.B.~~ In support of the 5-County Joint Venture - representing the five Southern California County Transportation Commissions, the Southern California Association of Governments (SCAG), and the Los Angeles Economic Development Commission (LAEDC), as well as private sector companies, including the railroads - to support legislative efforts to create a regional goods movement program currently referred to as the "West Coast National Freight Gateway Program."

- B-C. Support or seek legislation and administrative financing/programming policies and procedures to assure an identified source of funding and an equitable distribution of the funding for bus and rail services in California.
- C-D. Seek legislation to assure that dedicated state intercity rail funding is allocated to the regions administering each portion of the system and assure that funding is distributed on an equitable basis.
- D-E. Support or seek legislation to assure a dedicated source of funding, other than the State Highway Account for local street and road maintenance and repairs.
- E-F. Support legislation to provide funding for innovative, intelligent/advanced transportation, goods movement, and air quality programs which relieve congestion, improve air quality and enhance economic development.
- F-G. Support legislation creating the Passenger Rail Improvement, Safety and Modernization (PRISM) program so long as funding comes from new sources of revenue.
- G-H. Support current local program funding and flexibility of mobility projects, such as Freeway Service Patrol (FSP), ridesharing and call boxes.

3. Maximize flexibility in the use of existing transportation revenues.

- A. Seek a fair share for San Bernardino County of any state discretionary funding made available for transportation grants or programs.
- B. Support legislative and/or administrative efforts to improve flexibility with the use of GARVEE bonds, AB 3090 financing, and/or other available financing mechanisms to ensure that SANBAG is able to fully leverage State and Federal Transportation Funds during the state's current fiscal crisis.
- C. Support legislation to enable County Transportation Commissions to utilize design-build and design-sequencing for the design and construction of transportation capital improvements to maximize funding and ensure greater efficiency and effectiveness for project delivery.
- D. Support legislation to ensure that funding for transit operations is commensurate with existing and new demands placed on public transit by air quality and congestion management programs, CalWORKS (welfare to work reform) the American with Disabilities Act, including the use of social service funding sources.
- E. Support income tax benefits or incentives that encourage use of alternative fuel vehicles and alternative modes of transportation without reducing existing transportation funding levels. Monitor and, where appropriate, support studies of market-based pricing measure to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
- F. Support legislation to finance cost effective conversion of public transit fleets to alternative fuels.

- G. Work with the State Administration to develop a formal State-level coordination effort with various social service programs to identify transportation needs and funding opportunities for the provision of social service transportation.

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4. **Streamline administrative and regulatory processes.**

- A. Support legislation and/or administrative reforms to enhance Caltrans project delivery, such as simultaneous Environmental Impact Report (EIR) and engineering studies, and a reasonable level of contracting out of appropriate activities to the private sector.
- B. Support efforts to simplify and improve the local administration of Transportation Development Act Funds.

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San Bernardino Associated Governments 2007 Federal Legislative Program

OVERALL OBJECTIVES

1. Protect and enhance current funding levels for transportation programs.
2. Protect and enhance flexibility in use of transportation revenue.
3. Reduce or eliminate costly and duplicative administrative and regulatory requirements.

FEDERAL LEGISLATIVE PROGRAM

1. **Protect and enhance current funding levels for transportation programs.**
 - A. Support legislation to secure adequate budget appropriations for highway, bus, rail, air quality and mobility programs in San Bernardino County. Support efforts to bring transportation appropriations to authorized levels.
 - B. Seek a more equitable appropriation of highway trust funds for donor states, which includes California, as well as a fair share for San Bernardino County of any federal funding made available for transportation programs and projects.
 - C. Support efforts to increase federal transit and highway program funding via utilization of the highway trust fund balance.
 - D. Support legislative efforts to index the gas tax to an inflationary index or to the price of gasoline to ensure that federal Highway Trust Fund revenues will not continue falling relative to total miles driven. Any indexing provisions approved at the federal level should include a prohibition against the diversion of gas taxes collected from transportation purposes to general fund purposes. In addition, if the index is tied to the price of gasoline, SANBAG supports a statutory cap and floor as part of the indexing provision to provide a consistent, predictable revenue stream and protect against significant tax increases due to market fluctuation on the price of gasoline.
 - E. Seek legislation to correct the reduction to the federal Highway Trust Fund (HTF) due to the federal subsidy of ethanol-based fuels, as well as, to compensate California's reduced HTF apportionment level due to the implementation of ethanol-blended fuel in 2003.
 - F. Support continued Federal commitment of funds to support public transit, to assure that California and the western states receive a fair share of the AMTRAK funding resources as compared to the North East Corridor.
 - G. Seek specialized funding for goods movement projects of international and national significance that are beyond the funding ability or responsibility of local and state transportation programs and budgets, including the ability to levy locally administered fees to mitigate the costs resulting from the impact of goods movement on local transportation infrastructure, i.e. a state and/or regional container fee.

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- H. In support of the 5-County Joint Venture - representing the five Southern California County Transportation Commissions, the Southern California Association of Governments (SCAG), and the Los Angeles Economic Development Commission (LAEDC), as well as private sector companies, including the railroads - to support legislative efforts to create a regional goods movement program currently referred to as the "West Coast National Freight Gateway Program."
 - I. Seek funding for airport ground access and other airport development needs in San Bernardino County.
 - J. Seek continued funding for the construction of the Inland Empire Transportation Management Center (TMC) for congestion mitigation purposes, as well as federal funding to provide for enhance homeland security/emergency operations services as an additional component of the center's functionality.
- 2. Protect and enhance flexibility in use of transportation revenue.**
- A. Support legislation that will modify federal project development requirements for transit projects to make them more consistent with the process employed for highway projects.
 - B. Support legislation to exempt commuter rail services operating within existing railroad right-of-way from federal new start and alternative analysis requirements in order to utilize federal funding.
 - C. Support efforts to pursue funds to facilitate timely conversion of public sector fleets to alternative fuels to meet federal fleet conversion mandates.
 - D. Support tax benefits and/or incentives for transportation demand management programs and alternative fuel programs to promote the use of alternate modes of transportation.
 - E. Seek funding for Alameda Corridor East improvement projects, which includes the Freight Corridor generally described as the Union Pacific Railway and the Burlington Northern Santa Fe Railway Mainline tracks from East Los Angeles (terminus of the Alameda Corridor) through Los Angeles, Orange, Riverside, and San Bernardino Counties. Support increased federal funding opportunities for San Bernardino and Riverside Counties to access these funding sources. Seek continued federal funding of Maritime Administration studies focusing on an "Inland Rail Port" in San Bernardino County and Riverside County.
 - F. Support legislation that ensures coordination of transportation and social service agency funding (i.e. Departments of Aging, Rehabilitation, and Welfare).

DRAFT

- G. Support legislative or administrative policies that promote a "regional" approach to airport development and usage of Southern California Logistics, San Bernardino International, and Ontario International airports and the March Joint Use Airport.
3. **Reduce or eliminate costly and duplicative administrative and regulatory requirements.**
- A. Support legislation and/or administrative reforms that result in cost and time savings to environmental clearance processes for transportation construction projects.
 - B. Work with the Administration and the San Bernardino Congressional delegation to reach an equitable resolution to the Federal Highway Administration (FHWA) retroactive interpretation of Americans with Disabilities Act (ADA) compliance guidelines that would require the use of alternative or restricted funding for costly curb-ramp upgrades within the boundaries of all federally-aided projects. Specifically, would seek an exemption for Congestion Mitigation and Air Quality (CMAQ) projects that do not necessitate ground alteration or disturbance, and which funding is specifically earmarked for such purposes, including wireless technology and traffic synchronization.
 - C. Oppose legislative changes to alter the formula by which Congestion Management and Air Quality (CMAQ) funds are allocated to states; specifically, attempts to change the weighting factors assigned to nonattainment areas for the purpose of determining each state's share of CMAQ funds, as well as to assure that the funding continues to be allocated directly to the transportation commission.
 - D. Support administrative or legislative action to ensure consistency among the Federal congestion management and the State's Congestion Management Program requirements.
 - E. Monitor and, where appropriate, support studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
 - F. Seek Federal authorization allowing states, where appropriate to pursue options to privatize various aspects of transportation to increase the efficiencies and effectiveness of their available resources through private sector participation.
 - G. Due to the elimination of Federal transit operating subsidies, support legislation to also eliminate Federal requirements and regulations regarding transit operations.
 - H. Support legislation and/or administrative reforms to enhance Caltrans project delivery, such as simultaneous Environmental Impact Report (EIR) and engineering studies, and a reasonable level of contracting out of appropriate activities to the private sector.
 - I. Continue to streamline federal reporting/monitoring requirements to ensure efficiency and usefulness of data collected and eliminate unnecessary and/or duplicative requirements.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 12

Date: February 7, 2007

Subject: Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation

*Recommendation:** Approve Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation in the amount of \$100,000 as detailed in the Financial Impact Section.

Background: This is a new contract. LAN Engineering has served as engineer/designer for the State Street/University Parkway grade separation project that will be advertised for construction in the February/March 2007 timeframe. Once a project moves to the construction stage it is necessary to make the design consultant who prepared the plans available for consultation and corrections during the construction process. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field. This is a task order contract in the amount of \$100,000 that should adequately cover construction engineering for a project of this size and 2½ year construction period and is comparable to construction engineering services contracts for other SANBAG freeway construction projects.

*

Approved
Board of Directors

Date: February 7, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Financial Impact: The total contract amount is \$100,000. The expenditure for Fiscal Year 2006/07 is consistent with SANBAG's adopted Fiscal Year 2006/07 budget. Funding source is Traffic Congestion Relief Program funds. TN 87107000

Reviewed By: This item was reviewed and recommended for approval (Christman opposed), by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski.)

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07150

by and between

San Bernardino County Transportation Authority

and

LAN Engineering Corp.

for

Construction Support Services for State Street/University Parkway Grade Separation

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>100,000</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →

\$ 100,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
87107000	5553	TCRP	_____	\$ <u>30,000</u>
87108000	5553	TCRP	_____	\$ <u>60,000</u>
87109000	5553	TCRP	_____	\$ <u>10,000</u>

Original Board Approved Contract Date: <u>2/7/07</u>	Contract Start: <u>2/7/07</u>	Contract End: <u>7/31/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>30,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>70,000</u>
-----------------------------	---	--	------------------

Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 871CZZ07

If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes _____ %

Task Manager: Darren Kettle

Contract Manager: Dennis Saylor

[Signature] 1-9-07
Task Manager Signature Date

Contract Manager Signature Date

[Signature] 1/9/07
Chief Financial Officer Signature Date

ATTACHMENT "A"

Scope of Services

by and between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

and

LAN Engineering Corporation

for

**Construction Support Services
for
State Street/University Parkway Grade Separation**

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SCOPE OF SERVICES

100 GENERAL

110 Overview

The San Bernardino Associated Governments (SANBAG), in cooperation with the California State Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to perform Construction Support Services for a grade separation project in San Bernardino County, described in Section 120.

Coordination of CONSULTANT and SANBAG will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this Contract shall be:

Mr. Darren Kettle
Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to perform the services.

120 Project Location and Description

State Street is an arterial road in the County of San Bernardino with an at-grade crossing of the BNSF tracks just north of Cajon Boulevard. On the north side of the at-grade crossing the road is in the City of San Bernardino City limits and becomes University Parkway, continuing north past an interchange with I-215 up to Cal State San Bernardino. The proposed project will realign the roadway to the southeast and grade separate the roadway and railroad crossing such that the roadway goes over the BNSF tracks and adjacent Cajon Boulevard. A new bridge will go over the tracks and Cajon with sloped embankments on the north side of the tracks and MSE walled embankment on the south side of Cajon. To accommodate the realignment, there will be some local street realignment south of Cajon Boulevard to facilitate a connection between State Street and Cajon. The project limits of the corridor improvement extend from Hallmark Parkway in the City of San Bernardino, south to Blake Street in the County of San Bernardino.

The State Street/University Parkway Grade Separation Project, as described by the plans and specifications, shall include construction of roadways, bridge, drainage facilities, and retaining walls. SANBAG is responsible for design and construction of this project on behalf of the City and County and will turn over the project to those agencies upon completion of construction. The new bridge, embankments, and local

street work will be constructed over an approximately 18 to 24 month period.

200 APPLICABLE STANDARDS

As-built plans shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements.

300 SERVICES PROVIDED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with other agencies, and other consultants providing Services for the Project.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.
- C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.
- D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- E. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract.
- G. Provisions of the Construction Support Services are not intended to and will not in anyway create a contractual relationship between CONSULTANT and the construction

contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

- H. CONSULTANT shall be required to furnish all necessary additional drawings for corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.
- I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.
- J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.
- L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of SANBAG. All construction agreements are between SANBAG and its construction contractor.
- M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:
 - One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
 - One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.

- N. CONSULTANT shall appoint a responsible member of the firm to be the contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.
- O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.
- P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Built" utilizing information provided by the Resident Engineer. Preparation of microfilm of the "As-Built" is not included in this task.
- Q. Drawings and amendments, required due to actions of SANBAG, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services.

400 NOT USED

500 NOT USED

600 ADMINISTRATION

610 SANBAG Project Management and Administration

As part of their design management activities SANBAG shall:

- A. Conduct ongoing reviews of CONSULTANT progress in performing the work and furnish technical comments in a timely manner.
- B. Review CONSULTANT correspondence as needed.
- C. Coordinate the distribution of public information.
- D. Provide a focal-point contact for all questions, requests, and submittals.
- F. Review Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
- G. Receive and review progress reports from CONSULTANT and incorporate the data presented in their Project Control System.

- I. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
- J. Have final review and approval over all contractual payments and changes.

620 CONSULTANT Project Management and Administration

- A. CONSULTANT's design management activities include, but are not limited to:
 - 1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract.
 - 2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
 - 3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
 - 4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project.
- D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review.

- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete the Services.

630 Project Controls

- A. As part of the Project Controls effort CONSULTANT shall at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review.
- B. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation into the schedule.

640 Quality Assurance

CONSULTANT has total responsibility for the accuracy and completeness of the plans, calculations, and related documents furnished under this Scope of Services.

650 Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of drawings to be delivered for the submittal tasks outlined in this Scope of Services.

Contract C07150 Attachment B

COST PROPOSAL

Contract No. State / University Pkwy Grade Separation - Phase IV
 Consultant Lim & Nascimento Eng. Corp.

Rev. 0 - Dec 28, 2006

DIRECT LABOR (DL)

Classification	Name	Range	Hours	Hourly Rate	Total
Project Manager	James Faber		100 @	\$68.00	\$ 6,800
Senior Structural Engineer	MC/SM/BF		100 @	\$63.00	\$ 6,300
Senior Civil Engineer	EN		80 @	\$64.90	\$ 5,192
Civil Engineer	KP/FO/US		120 @	\$48.00	\$ 5,760
Associate Engineer	EG		40 @	\$38.00	\$ 1,520
Engineering Tech	RA		80 @	\$40.00	\$ 3,200
CAD	MA		@	\$29.00	\$ 0
QA / QC	Norm Suydam		16 @	\$64.90	\$ 1,038

Subtotal Hrs-> 536

Subtotal Direct Labor Costs \$ 29,810

Anticipated Salary Increases \$ 0

Total Direct Labor Costs \$ 29,810

FRINGE BENEFITS (FB)

Rate	Total
30.00 %	\$ 8,943

Total Fringe Benefits \$ 8,943

INDIRECT COSTS (I)

Overhead
 General and Administrative
 Total

Rate	Total
* %	\$ *
* %	\$ *
107.00 %	

Total Indirect Costs \$ 31,897

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)

Rate	
10.00 %	
Fee (DC+FB+I)	\$ <u>7,065</u>

OTHER COSTS

1. Reproduction	\$ <u>1,000.00</u>
2. Copying	\$ <u>500.00</u>
3. Plotting	\$ <u>500.00</u>
4. Transportation / Travel	\$ <u>200.00</u>
5. Special Deliveries	\$ <u>2,200</u>
6. Computer Costs	

FEE (Other Costs)

Rate	
0.00 %	
Fee (OC)	\$ <u>0</u>

SUBCONTRACTOR COSTS

Douglas Engineering	\$ <u>10,000.00</u>
Earth Mechanics	\$ <u>10,000.00</u>
	\$ <u>20,000</u>

FEE (Other Costs)

Rate	
0.00 %	
Fee (Sub)	\$ <u>0</u>

TOTAL COST

Total Cost	\$ <u>99,916</u>
SAY	\$ <u>100,000</u>

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 13

Date: February 7, 2007

Subject: Amendment No. 15 to Contract No. 91-034 with Fluor Daniel

Recommendation*: Approve Amendment No. 15 to Contract No. 91-034 with Fluor Daniel for a period of one year, at a total cost of \$3,892,000 as detailed in the Financial Impact Section.

Background: **This is an amendment to an existing contract.** Since fiscal year 1992, Fluor Daniel has been providing program management services to SANBAG for implementation of the Measure I Major Projects program. During that period, a great deal of progress has been made. The Rt. 60 project is complete. The Rt. 71 is complete. The I-10 HOV widening project through Ontario is complete. Segments 1-8 of Route 30/210 are complete and segments 9-11 will be complete before the end of 2007. The I-10 Truck Climbing Lane is complete and I-10 lane additions through Redlands are scheduled to be complete in early 2008. SANBAG recently awarded a construction contract for the construction of the 5th Street Bridge over the I-215 which is expected to take 30 months.

On the project development side, SANBAG has become the lead agency for three of the four I-215 North Segments with final design underway for all three segments. The mainline I-215 projects will begin construction this year with Caltrans managing the southerly most segment (segment 3) with SANBAG financial and project delivery oversight and the other three segments will proceed to construction in the next couple of years. SANBAG, in partnership with the Riverside County Transportation Commission, has initiated preliminary engineering and is developing the environmental document for the I-215 South project. This phase of the project is typically the most time consuming of any phase of a major freeway project and could

*Approved
Board of Directors*

Date: February 7, 2006

Moved: Second:

In Favor Opposed: Abstained:

Witnessed:

extend into the next decade. The project is estimated at \$700 million in San Bernardino County. The I-10 Westbound lane addition project should have completed preliminary engineering and an approved environmental document by Spring 2007 with the next phase of the project being final engineering. SANBAG has also recently initiated project development activities for several Measure I 2010-2040 Major Freeway Projects including the I-10 HOV Mainline project and the Devore Interchange. SANBAG is also the lead for preliminary engineering and environmental document development for the Colton Crossing project.

Finally, SANBAG, at the request of member jurisdictions, has assumed the project management role for the Live Oak Canyon/Interstate 10 Interchange, Tippecanoe/Interstate 10 Interchange, the Riverside Avenue/Interstate 10 Interchange, the Barton Road/I-215 Interchange and three railroad/highway grade separations. Two of the railroad grade separation projects and the Live Oak Canyon Interchange will begin construction later this year.

A vast number of lesser tasks and contributory products have been completed and prepared along the way to lay the foundation for the major milestones listed above, one of the most important of which has been the processing of well over \$100 million in federal funds. This last accomplishment has enabled SANBAG to stay well ahead of schedule in terms of obligating STP funds as required by state's "use it or lose it" policy and, through fund exchanges, has greatly enhanced the flexibility of local agencies in pursuit of project commitments.

All of this work has been managed and developed by SANBAG's program management consultant, Fluor Daniel Inc. Though conveniently operating under the administrative umbrella of Fluor Daniel Inc., this staff works exclusively out of SANBAG offices and operates as a direct extension of SANBAG staff. SANBAG staff, in the case of the Major Projects Program, consists only of the director and the secretary. By any measure, the Fluor staff is, in practical effect, indistinguishable from regular SANBAG employees, but particularly in terms of loyalty and dedication. The decided success that SANBAG has enjoyed in the implementation of the Measure I Major Projects Program has been made possible by the hard work and ingenuity of these dedicated individuals.

There is never a convenient time to consider the potential of 100% turnover in the SANBAG's core project management staff which is a possible outcome from a Request for Qualifications process. That noted, SANBAG staff fully recognizes that given the number of years that Fluor has provided these services and that the new Measure I program begins in about three years, if there is a time to RFQ for program/project management services that time is in the next year or so. However, staff is concerned that before proceeding with an RFQ it will be necessary to have an idea of the level of staffing that will be expected to be provided by a project/program management consultant. The Board will recall that the Executive Director is currently working on a reorganization plan that will affect staffing for SANBAG's capital projects program. Additionally, a discussion item in the Measure I 2010-2040

Strategic Plan is how SANBAG should be structured from a staffing perspective to delivery the major capital projects in Measure I 2010-2040. A key policy question yet to be fully explored is should SANBAG continue using solely consultant services for project management activities or is it time to consider increasing SANBAG staff given the substantial amount of work ahead for the agency over the next 20+ years? These issues should be considered and resolved prior to an RFQ process for PM services and a one year extension to June 30, 2008 will allow time for that discussion.

In light of these circumstances, including the substantial progress made to date as well as the importance of fulfilling SANBAG's commitments regarding Rt. 30/210, staff recommends a one year extension to the Fluor Daniel program management contract. This recommendation is consistent with SANBAG's Contracting and Procurement Policy, according to which renewal of professional services contracts without re-competition can be justified given findings of (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required, resulting in the conclusion that the contractor is preeminently qualified to perform the work.

Unquestionably, Fluor Daniel, or rather the professional project managers and engineers and support staff working out of SANBAG offices, remains preeminently qualified to perform the program management work necessary to complete the Measure I Major Projects Program and an assortment of other transportation projects. Having participated in all phases of activity required to bring the program to its current point, these staff possess indispensable historical intimacy with every detail of the program from project scope, design, right of way and so on, all the way through to established and positive relationships with Caltrans, other participating agencies, as well as our member jurisdictions. Given these special qualifications, coupled with the importance of maintaining the established schedules, staff finds it prudent to recommend extension of the current contract.

Financial Impact: The total amount of this item is \$3,892,000 for the one year extension and is consistent with FY 07/08 budget currently being developed by SANBAG staff. Financial impact of this contract amendment will be handled during the annual budget process. No charges will occur against this amendment during FY 06/07. Funding source is Measure I Valley Major Projects Fund. TN 81507000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. *(Meeting chaired by John Pomierski.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C91-034-15

by and between

Fluor Corporation

and

San Bernardino County Transportation Authority

for

Program Management

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>50,544.00</u>		Previous Amendments Total: \$ <u>45,267,028</u>		
		Previous Amendments Contingency Total: \$ <u>0</u>		
Contingency Amount: \$ <u>0</u>		Current Amendment: \$ <u>3,892,000</u>		
		Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>49,209,572</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
81508000	5553	MPVMI	_____	\$ <u>3,892,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>60/91</u> Contract Start: <u>60/91</u> Contract End: <u>6/30/08</u>				
New Amend. Approval (Board) Date: <u>Feb 7, 07</u> Amend. Start: <u>Feb , 07</u> Amend. End: <u>6/30/08</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06\07</u> \$ <u>0</u>	Future Fiscal Year(s) –		Unbudgeted Obligation → \$ <u>3,892,000</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>Next yr budget</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply: ..				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Darren Kettle</u>			Contract Manager: <u>N/A</u>	

	<u>1-12-07</u>		
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>1/12/07</u>		
Chief Financial Officer Signature	Date		

Filename: a91-034-15c33-gwh

Attachment 1
Cost and Hours
Breakdown
Sanbag Contract No. 91-034
Amendment No. 15

Fluor Daniel Field Office

Estimated Hours and Costs

	Hrly. Rates Median Yr.	Months on Proj.	Total Hours	Total Dollars
Segment Manager/TBD	\$60.00	12	1,860	\$111,600
Construction Manager/TBD	\$65.00	12	1,860	\$120,900
Childs, Artis	\$62.50	12	1,860	\$116,250
DaSilva, Lisa	\$51.00	12	1,860	\$94,860
Esswein, Tom	\$55.00	12	1,860	\$102,300
Hamideh, Tamara	\$55.50	12	1,860	\$103,230
Heiter, Greg / Proj. Mgr.	\$70.00	12	1,860	\$130,200
Husain, Abunnasr	\$58.00	12	1,860	\$107,880
Lantes, Herald	\$66.00	5	698	\$46,035
Nieto, Andrea	\$37.50	12	1,860	\$69,750
Oberdank, Deanne	\$27.00	12	1,860	\$50,220
Painter, Charles	\$54.00	12	1,860	\$100,440
Saylor, Dennis	\$62.50	12	1,860	\$116,250
Shippy, Gary	\$55.00	12	1,860	\$102,300
Timmins, Valerie	\$40.50	11	1,705	\$69,053
Wisdom, Chuck	\$59.00	12	1,860	\$109,740
Yench, Steve	\$61.00	12	1,860	\$113,460
Subtotal F.O. Staffing			30,303	\$1,664,463

Labor, Overhead, and Fee

Labor + TOWP (%)	13.500	\$1,889,171
Burdens & Overhead %	93.150	\$1,759,762
Fee		\$364,893
F.O. Total		\$4,013,826

Fluor Daniel Home Office

Estimated Hours and Costs

	Hrly. Rates Median Yr.	Per./Mos on Proj.	Total Hours	Total Dollars
Schmer, Donald	\$45.50	12	1,860	\$84,630
Support, Misc	\$48.00	4	560	\$26,858
Totals			2,420	\$111,488

Labor, Overhead, and Fee

Labor + TOWP (%)	13.500	\$126,539
Burdens & Overhead %	105.880	\$133,980
Fee		\$26,052
F.O. Total		\$286,571

Attachment 1
Cost and Hours
Breakdown
Sanbag Contract No. 91-034
Amendment No. 15

The Nettleship Group - Subconsultant

<i>Estimated Hours and Costs</i>	Hrly. Rates	Months	Total	Total
	Median Yr.	on Proj.	Hours	Dollars
Coleman, Christine	\$18.00	12	1,860	\$33,480
Totals			1,860	\$33,480

The Nettleship Group Labor, Overhead, and Fee

Burdens %	40.000	\$13,392
Overhead %	75.000	\$25,110
Fee		\$7,198
Total TNG		\$79,180

Other Direct Costs

Travel Expense/Month	\$6,100	\$73,200
Truck Lease per mo./per truck (4 trucks)	\$650	\$31,200
Other expenses (per month)	\$670	\$8,040
Total Expenses		\$112,440

Subtotals - Amendment No. 15

Fluor Total	\$4,300,397
Other Labor - TNG	\$79,180
ODCs	\$112,440
Total	\$4,492,018

Estimated Remaining Balance As Of Feb:	\$600,000
	\$3,892,018

Amendment Total: \$3,892,000 (rounded)

Attachment 2

SANBAG Contract No. 91-034 Amendment No. 15 Scope of Work

Fluor will provide staff to assist SANBAG staff in implementation of the Measure I Major Projects program and Call Box program. The following list highlights those projects and activities for which Fluor provides assistance under the SANBAG Major Projects program and Call Box program. The anticipated level of effort required for each project has been estimated as shown within this scope and other figures shown within Attachment 1. This scope of work is based on the understanding that Fluor staff is not responsible for approving the work products of others and is not responsible for any outcomes resulting from those products (e.g., PS&E packages, contractor submittals, reports, etc.). Instead, Fluor staff will provide coordination and communicate with involved parties as necessary to advance the projects through various phases.

Route 210 Segments 10 and 11 PS&E: Provide project management and general coordination during the design of final PS&E packages. Fluor staff will coordinate issues during the design of PS&E packages for two projects that will follow mainline construction. Work items include general/project management and coordination as needed to advance projects through the delivery process, issue coordination, project controls support, management of consultant contracts, and right of way oversight assistance. It is assumed that one Fluor member will be assigned to this section of work.

Route 210 Segments 9, 10, and 11 Construction: Fluor staff will assist in the management and coordination of the Sanbag administered contracts, and will provide general oversight and communicate SANBAG's interests on the Caltrans' administered project. Work items generally include contract management of various construction management contracts, coordination of project issues for current and upcoming construction projects, project controls support, and preconstruction property inspections for damage claim support. Construction projects include early projects within Segments 9, 10, and 11, the combined mainline contract for Segments 9, 10, and 11, and other possible ancillary contracts related to those segments. It is assumed that between five and six Fluor members will be assigned to this section of work.

I-215 North – Route 210 to I-10 Four segments currently exist within I-215 North limits between SR 210 and I-10. The project generally consists of widening or reconstructing the freeway and adding an HOV lane. Caltrans is currently responsible for the design of one segment, the right of way acquisition for all four segments, and the construction and AAA of one segment. SANBAG is responsible for the design and construction of three segments. Fluor staff will assist SANBAG in the management of the design contracts and in coordinating activities for each SANBAG segment. Fluor staff will also assist in the management of associated construction for the I-215. Fluor staff will provide general oversight during construction and communicate SANBAG's interests in the project. It is assumed that between four and five Fluor members will be assigned to this section of work.

I-215/I-15 Interchange (Devore I/C) Development of the PA/ED for the I-15/I-215 Interchange is the early phases. SANBAG intends to select a consultant to prepare the required documentation and gather approvals needed for the PA/ED. Fluor staff will provide assistance to SANBAG in the management of environmental consultants and associated contracts, engineering consultants and associated contracts, and

in the planning and possible staging strategies for the project. It is anticipated that Fluor will provide one or two members for this section of work.

I-215 South – I-10 to SR-60/91 Interchange: Plans for the widening of I-215 South are in the preliminary phases. Fluor staff will provide assistance to SANBAG in the management of environmental consultants and associated contracts, engineering consultants and associated contracts, and in the planning and possible staging strategies for the project. It is anticipated that Fluor will provide two members for this section of work.

I-10 Projects: The I-10 projects include the Median Widening project, Westbound Lane Addition, Tippecanoe Interchange, Live Oak Interchange, I-10 HOV, and Riverside Interchange project, as well as other miscellaneous projects. The projects are in various phases of the development cycle. The projects are being managed by SANBAG and are expected to be constructed under SANBAG contracts. Fluor will provide staff to assist SANBAG in the management and coordination of these projects. Fluor staff assistance will include consultant contract management, project issue coordination, and general project monitoring/management. It is anticipated that two or three Fluor members will be assigned to the PS&E phase of work and two or three members will be assigned for the construction phase of work within this section of work.

Call Box Program: Fluor staff has provided support to the SANBAG Call Box program. Fluor staff support has primarily included the coordination of ongoing Caltrans district construction projects, procurement support and management of the call box upgrade and replacement program, and other day to day efforts outlined in the original scope of work. Fluor will continue to support the Call Box program using the remaining funds allocated to this contract in Amendment 13. The period of performance for the Call Box support shall be extended as defined in this Amendment. It is assumed that Fluor will provide one part-time staff member for this effort and support the program at a level consistent with the needs of the program staff and the available funding.

Project Controls, Monitoring, and Administration: Fluor will provide staff to monitor program costs, develop project/program schedules, monitor and track Major Projects program expenditures, and track funding reimbursements. It is anticipated that Fluor will provide three or four members for this section of work.

Other Tasks: Fluor staff may assist SANBAG with various special projects or studies throughout the duration of this Amendment. Also, Fluor staff may assist SANBAG in the management and development of projects or activities not specifically listed above. Flexibility has been, and continues to be, an important factor in the successful implementation of this Program.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: February 7, 2007

Subject: Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. (Hillwood) for the State Street/University Parkway Grade Separation Project.

Recommendation:* Approve Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. for the Street/University Parkway Grade Separation which would result in receiving an estimated \$140,000 as detailed in the Financial Impact Section. TN 87107000

Background: This is a new cooperative agreement. SE I-215, L.P. and HSB I-215, L.P., California limited partnerships jointly referred to as HILLWOOD, are developing a large vacant land parcel in the City of San Bernardino south of I-215 along University Parkway. The alignment of the new State Street/University Parkway Grade Separation project which SANBAG will start construction on this year passes through this parcel. SANBAG staff has coordinated design efforts and construction plans with HILLWOOD staff and the City of San Bernardino so that the proposed HILLWOOD development and the State Street/University Parkway Grade Separation project, which are occurring concurrently, are compatible.

This agreement specifies elements both SANBAG and HILLWOOD will implement to facilitate each project's construction. HILLWOOD is dedicating the required Grade Separation right of way to the City of San Bernardino and granting SANBAG all temporary construction easements required for the project at no cost to SANBAG. They are also agreeing to reimburse SANBAG for the construction cost to include a new traffic signal on University Parkway and the HILLWOOD site entrance into the State Street/University Parkway construction plans. The design of this signal has already been paid directly by HILLWOOD.

Approved
Board of Directors

Date: February 7, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG agrees to construct a retaining wall at the base of the north side bridge abutment to facilitate HILLWOOD parking area and will construct a secondary/emergency access road for their site as part of the work included in the Grade Separation construction plans. SANBAG will also agree to maintain site access for HILLWOOD during the Grade Separation construction.

Financial Impact: The agreement provides that HILLWOOD will reimburse SANBAG for the construction cost of a new signal at their site entrance. The estimated cost for the signal work is \$140,000. The construction of the State Street/University Parkway project is funded by Traffic Congestion Relief Program funds. The receivable for Fiscal Year 2006/07 is consistent with SANBAG's adopted Fiscal Year 2006/07 budget. TN 87107000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski.)

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. R07152

by and between

San Bernardino County Transportation Authority

and

SE-I-215, L.P. and HSB I-215, L.P.

for

Cooperative Agreement for State Street/University Parkway Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: Cooperative Agreement specifies reimbursement for new signal installation				
Original Contract:	\$ <u>140,000.00</u>	Previous Amendments Total:	\$ _____	
		Previous Amendments Contingency Total:	\$ _____	
Contingency Amount:	\$ _____	Current Amendment:	\$ _____	
		Current Amendment Contingency:	\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>140,000.00</u>	
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>871CZZ09</u>	<u>5553</u>	<u>SE I-215, L.P. & HSB</u> <u>I-215, L.P.</u>	_____	\$ <u>140,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>2/7/07</u>		Contract Start: <u>2/7/09</u>		Contract End: <u>8/2/09</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____		Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>871</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: Dennis Saylor	

 _____ 1-12-07
Task Manager Signature Date

Contract Manager Signature Date

 _____ 1/12/07
Chief Financial Officer Signature Date

Filename: R07152-das.doc

CONTRACT R07-152

COOPERATIVE AGREEMENT

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/
SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND SE I-215, L.P. and HSB I-215, L.P.

FOR THE

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

This Cooperative Agreement is made and entered into this 7th day of February, 2007 (herein referred to as AGREEMENT), by and between SE I-215, L.P., a California limited partnership and HSB I-215, L.P., a California limited partnership (herein collectively referred to as HILLWOOD), and the San Bernardino County Transportation Authority/San Bernardino Associated Governments (herein referred to as SANBAG). This AGREEMENT defines specific SANBAG and HILLWOOD tasks and responsibilities for the development and construction of the State Street/University Parkway Grade Separation Project (herein referred to as the PROJECT).

Witnesseth

WHEREAS, the PROJECT consists of constructing the State Street/University Parkway Grade Separation Project which improves traffic circulation in this area of the City of San Bernardino and adjacent unincorporated San Bernardino County; and

WHEREAS, the PROJECT generally begins at Hallmark Parkway at the north and extends south along a new alignment southeast of the existing road alignment across the BNSF railroad tracks in order to grade separate the roadway and railroad and yet minimize impacts to existing right of way and facilities, such as the high pressure Department of Water Resources water line in existing University Parkway right of way; and

WHEREAS, there will be interfaces and impacts between construction of the PROJECT and concurrent development by Hillwood at their property located east of the road alignment north of the BNSF railroad tracks (the HILLWOOD PROPERTY); and

WHEREAS, both SANBAG and HILLWOOD intend to work together in a cooperative manner in every respect toward completing the design and construction of a quality PROJECT; and

WHEREAS, the purpose of this AGREEMENT is to define the project roles and responsibilities for both HILLWOOD and SANBAG; and

R07152-DAS
JN 871

WHEREAS, both parties agree to the concept and purpose of the PROJECT.

Therefore, both SANBAG and HILLWOOD agree to the following:

1. PROJECT costs and responsibilities are to be divided between SANBAG and HILLWOOD as further described below.
2. SANBAG shall provide a design consultant and be responsible for the full cost of the PROJECT design, except for the design related to a new signal at University Parkway and Interchange Drive as detailed below. The PROJECT design will include preparation of plans, specifications, quantity calculations and cost estimates. The PROJECT design will be prepared using English units. The PROJECT design will be prepared using the standard drawing format for the City of San Bernardino. The PROJECT design will also include preparation of design surveys.
3. Both SANBAG and HILLWOOD shall be responsible for attending and participating in design meetings related to the PROJECT. SANBAG and HILLWOOD shall each be responsible for their own fees and the costs of staff time through the completion of the PROJECT construction.
4. A new traffic signal at University Parkway and Interchange Drive will be installed as a part of this PROJECT. HILLWOOD shall be responsible for all costs for design and construction of this new signal. HILLWOOD shall retain a design consultant and be responsible for the preparation of construction drawings and specifications for this signal. Upon approval by the City of San Bernardino, the signal plans and specifications will be added to the PROJECT construction documents. When the PROJECT goes out to bid, a separate bid item for items related to this signal will be identified such that bidders will separately bid the construction costs of this signal. The PROJECT will be awarded to the contractor with the lowest overall bid, regardless of the specific bid item cost for the signal. This signal can be deleted from the PROJECT construction package if HILLWOOD determines the signal bid item cost of the lowest overall bidder is unacceptably high. SANBAG shall invoice HILLWOOD for the signal cost upon progress and final billings from Contractor. HILLWOOD shall reimburse this cost to SANBAG within 30 days of receiving this invoice. Any and all costs of Contractor Change Orders affecting the signal shall be reimbursed to SANBAG by HILLWOOD. SANBAG shall invoice HILLWOOD for any Contractor Change Order costs for the signal within 60 days of PROJECT completion. HILLWOOD shall reimburse this cost to SANBAG within 30 days of receiving this invoice, provided that HILLWOOD has approved any such Contractor Change Order, such approval not to be unreasonably withheld.
5. The right of way line defining the boundary between the HILLWOOD PROPERTY and the PROJECT is shown on Exhibit "A" to this AGREEMENT along with anticipated temporary construction easements and access routes. Any additional temporary construction easements reasonably needed for the

PROJECT by either HILLWOOD or SANBAG during the course of this PROJECT shall be provided by either party at no cost to the other. HILLWOOD shall dedicate a right of way as required by the City of San Bernardino under a separate development agreement (or shall convey such future right-of-way to the Redevelopment Agency of the City of San Bernardino, California for dedication to the City of San Bernardino).

6. SANBAG, as part of the PROJECT and at no cost to HILLWOOD, will provide an emergency vehicle access road extending from University Parkway opposite Interchange Drive along the west side of the new PROJECT alignment, under the new bridge, and extending to the HILLWOOD right of way line. The conceptual plan for this road is shown on Exhibit "B" to this AGREEMENT. This road will be gated off of State Street and at the HILLWOOD property line. The road will be capable of supporting emergency vehicles, specifically San Bernardino City fire trucks.
7. SANBAG, as part of the PROJECT and at no cost to HILLWOOD, will provide a retaining wall along the eastern embankment adjacent to the HILLWOOD PROPERTY boundary line on the north side of the railroad tracks as required for the proposed site grading. It is currently estimated the height of this wall will be a maximum of eight feet and extend for approximately 350 feet. HILLWOOD will provide any temporary construction area required for SANBAG's contractor at no cost to SANBAG. This wall and the approximate grading are shown on Exhibit "C" to this AGREEMENT.
8. The PROJECT design and construction will ensure adequate access to the HILLWOOD PROPERTY for HILLWOOD, tenants, successor owners and contractors during construction (subject to Acts of God and occurrences beyond SANBAG's control). Proposed access roads are shown on Exhibit "D" to this AGREEMENT. During construction of PROJECT, HILLWOOD's access will be maintained except as agreed upon by both HILLWOOD and SANBAG for possible temporary closures.
9. SANBAG, as part of the PROJECT and at no cost to HILLWOOD, will provide standard street lighting as required along University Parkway along the HILLWOOD PROPERTY. In addition, wrought iron fencing will be provided along the right of way line extending from the bridge over the BNSF railroad tracks to the northern end of the HILLWOOD PROPERTY along University Parkway.
10. SANBAG, and their officers, employees (past and present), agents, and representatives, including Fluor Daniel, Inc., shall be named as additional insureds on the liability insurance policy of the PROJECT construction contractor. HILLWOOD, its officers, agents, representatives, partners and employees shall be named as additional insureds on the liability insurance policy of the construction contractor.
11. Neither SANBAG nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be

done by HILLWOOD under or in connection with any work, authority or jurisdiction delegated to HILLWOOD under this AGREEMENT. It is understood and agreed that HILLWOOD shall fully defend, indemnify and save harmless SANBAG, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by HILLWOOD under or in connection with any work, authority or jurisdiction delegated to HILLWOOD under this AGREEMENT.

12. Neither HILLWOOD nor any officer, employee, partner or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless HILLWOOD, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
13. SANBAG and HILLWOOD agree to work cooperatively to solve any issues that develop during the design, environmental, right of way, and construction phases of the PROJECT. Both parties agree to respond to issues in a timely manner, so as not to interfere with the progress of the PROJECT. Each party shall bear their own costs in relation to carrying out the matters specified herein unless otherwise specified.
14. Amendments to this AGREEMENT may be incorporated to this AGREEMENT as mutually agreed to in writing by both HILLWOOD and SANBAG.
15. This AGREEMENT shall terminate upon 6 months after project completion.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first set forth above:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY:**

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

HSB I-215, L.P.,
a California limited partnership

By: HSB GP, LLC,
a California limited liability
company,
Its general partner

By: HGI GP, LLC,
a Texas limited liability company,
its sole member

By: HGI Group, L.P.,
a Texas limited partnership,
its sole member

By: Hillwood Associates, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development
Company, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Date: _____

SE I-215, L.P.,
a California limited partnership

APPROVED AS TO LEGAL FORM
BY HILLWOOD:

By: HSB GP, LLC,
a California limited liability
company,
Its general partner

By: _____
Name: _____
Title: _____

By: HGI GP, LLC,
a Texas limited liability company,
its sole member

Date: _____

By: HGI Group, L.P.,
a Texas limited partnership, its sole
member

By: Hillwood Associates, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development
Company, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

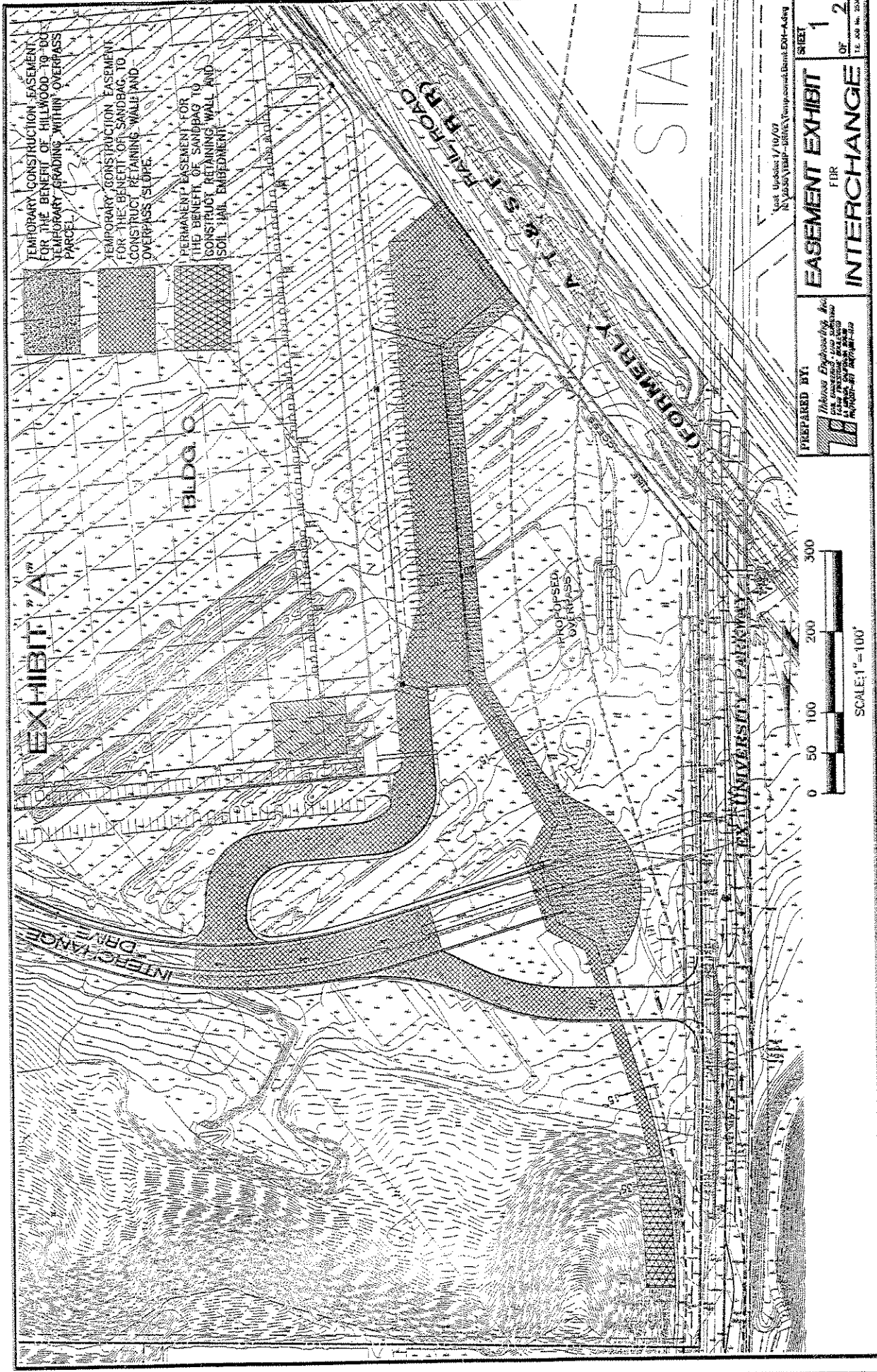
Date: _____

EXHIBIT "A"

CONTRACT NO. R07-152

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION

RIGHT OF WAY LAYOUT AND TEMPORARY EASEMENTS AND
ACCESS ROUTES



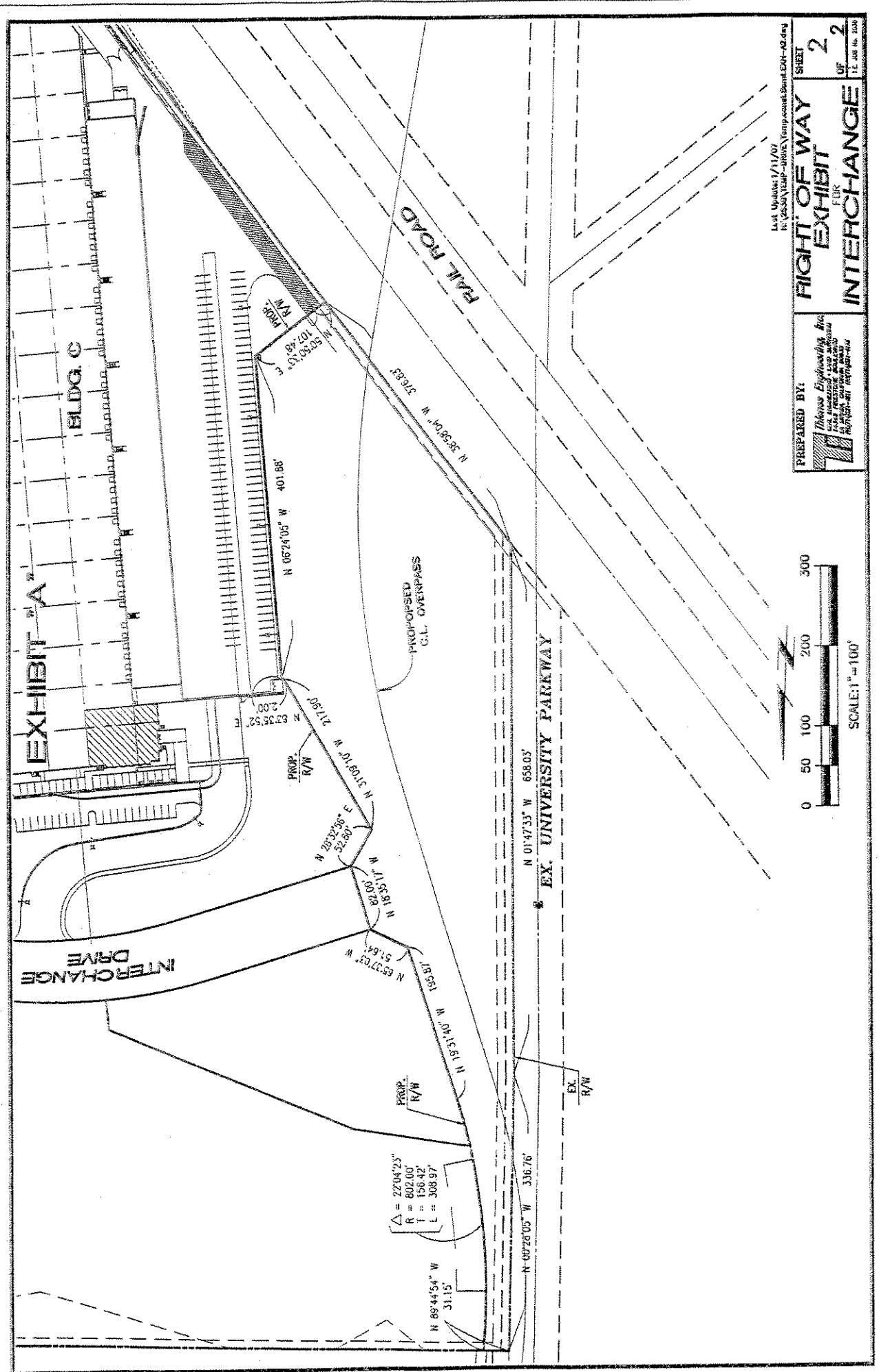
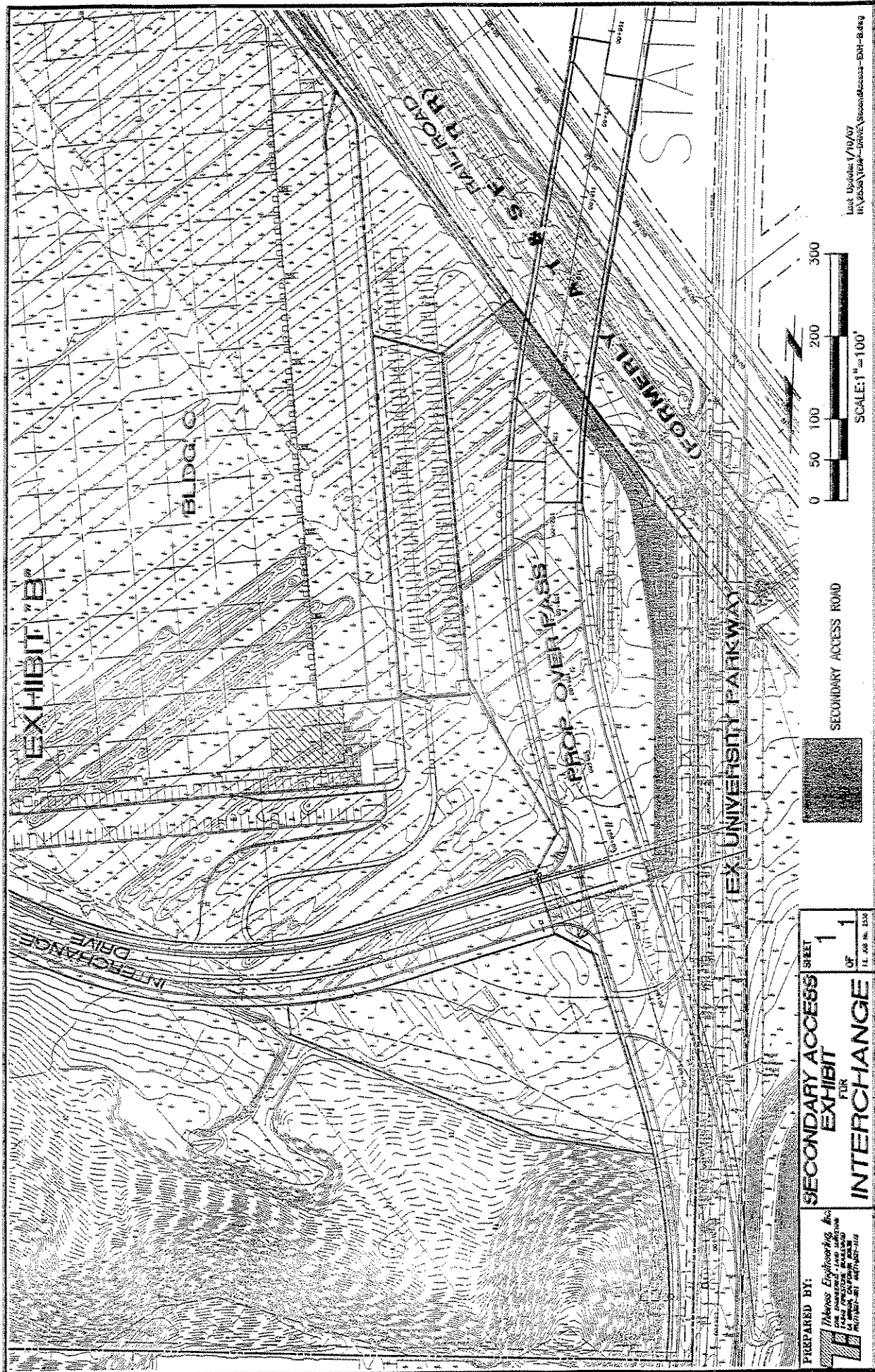


EXHIBIT "B"

CONTRACT NO. R07-152

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION
PROJECT

CONCEPTUAL ACCESS ROAD GRADING



PREPARED BY:
 Hines Engineering, Inc.
 1700 CRENSHAW BOULEVARD
 SUITE 200
 CHICAGO, ILL. 60628-1100

SECONDARY ACCESS EXHIBIT
 PLAN

INTERCHANGE

SHEET 1 OF 1
 11-108-00-1304

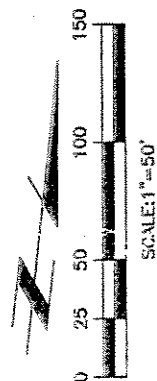
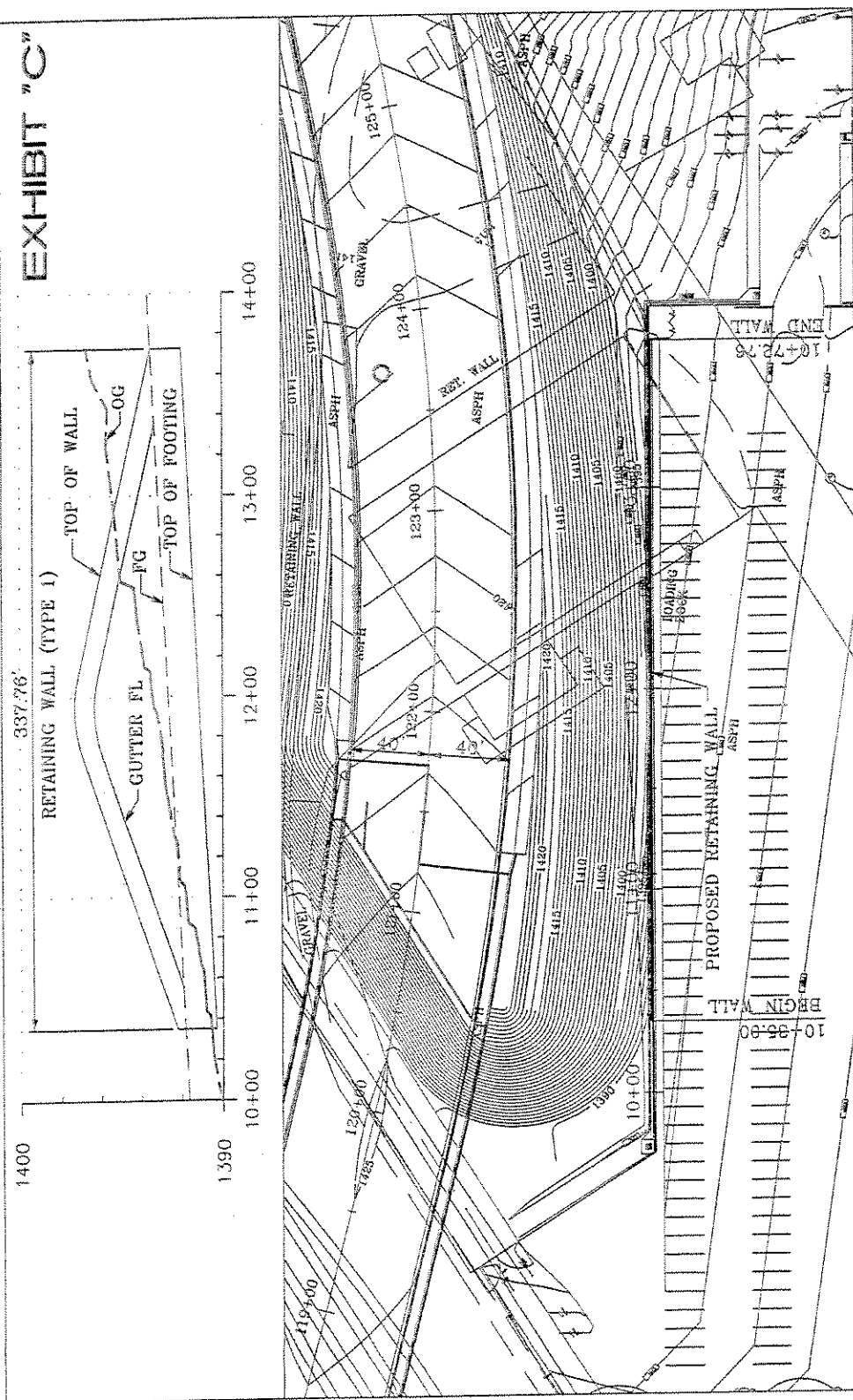
Last Update: 1/10/07
 IN 2008 VIEW - DRIVE, SPOON ROADS - EXHIBIT - Bldg

EXHIBIT "C"

CONTRACT NO. R07-152

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION
PROJECT

RETAINING WALL EXHIBIT



Last Updated: 1/10/07
N:\2538\VIEW\Drive Retention\mail-EXP-C.dmg

PREPARED BY: THE <i>Things Explaining Inc.</i> 1400 JACKSON - LOS ANGELES 1400 FORTUNE BULEVARD ALHAMBRA, CALIF. 91801 TELEPHONE (213) 441-1414	PROP. RETAINING WALL EXHIBIT FOR INTERCHANGE		SHEET 1 OF 1 I.E. JOB NO. 2532
	(Blank area for drawing)		

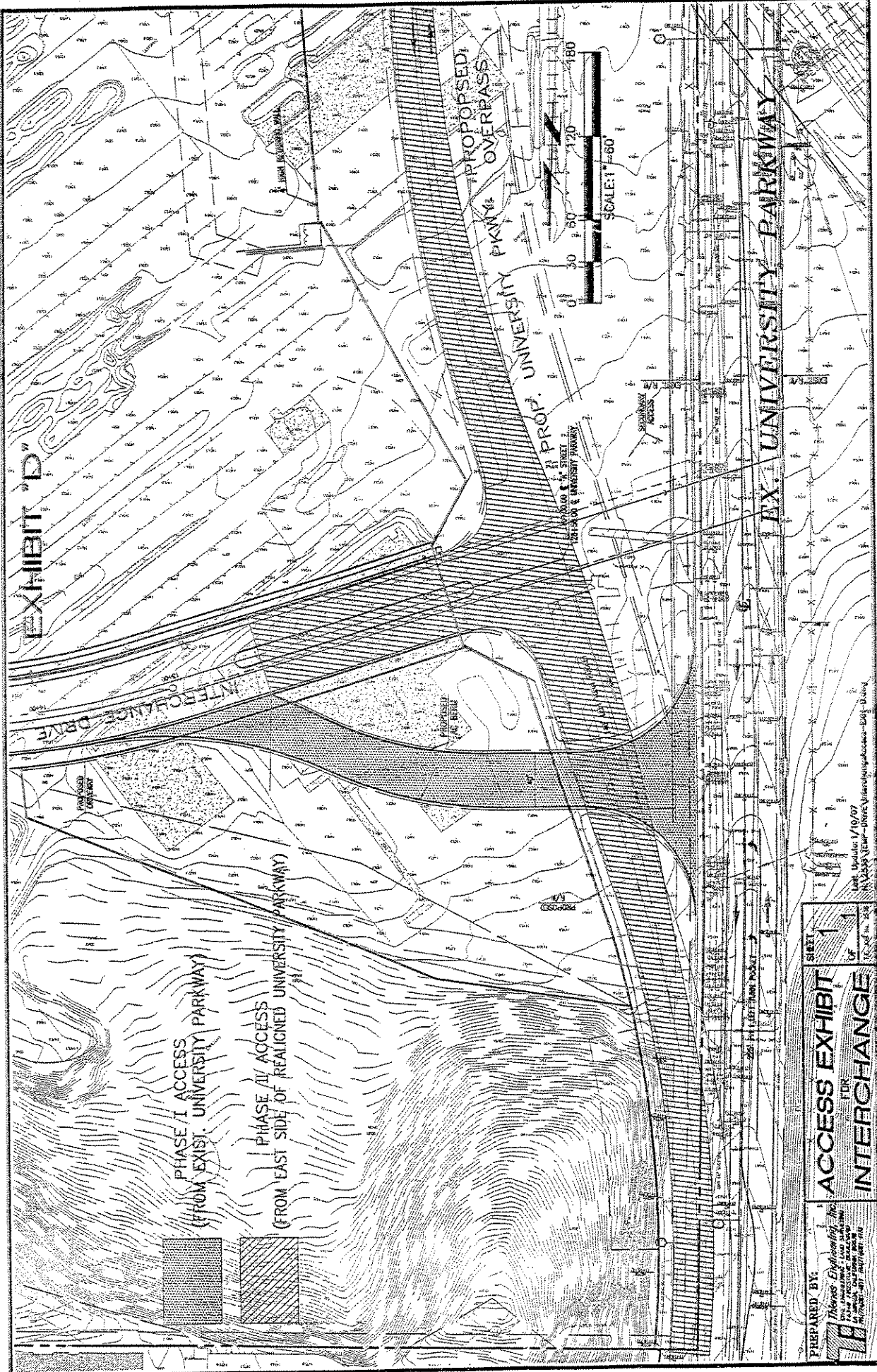
EXHIBIT "D"

CONTRACT NO. R07-152

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION
PROJECT

HILLWOOD ACCESS ROADS

EXHIBIT "D"



PREPARED BY: **Thomson Engineering, Inc.**
10000 UNIVERSITY PARKWAY
SUITE 200
DALLAS, TEXAS 75243

ACCESS EXHIBIT
FOR
INTERCHANGE

SHEET 1 OF 1
DATE: 1/16/07
BY: J. L. DAVIS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

Date: February 7, 2007

Subject: Approve Contract No. C07178 to provide Construction Zone Enhanced Enforcement (COZEEP) services for Freeway Construction Projects

*Recommendation:** Approve Contract No. C07178 for COZEEP services with California Highway Patrol (CHP) for various Major Freeway Projects being managed by SANBAG, in amount to not exceed \$300,000 with an agreement term to December 31, 2007.

Background: This is a new cooperative agreement. In February 2004 the Board approved Contract No. 04-049, with the CHP to provide COZEEP services for the I-10 Truck Climbing Lane project. Subsequently, amendments were approved by the Board to extend the term of the contract and add projects that required COZEEP services including the I-10 Widening Project through Redlands as well as the SR 210 project as it interfaces with Interstate 215 and the existing SR 30 in San Bernardino. The CHP has drafted an entirely new agreement and have requested that rather than amending the existing agreement that SANBAG consider a new agreement. This Agreement will allow SANBAG to continue to use COZEEP services on the above referenced projects as well as add the I-215 project.

The purpose of the COZEEP program is to provide guidance to motorist when driving through a construction zone and is now a mandated element of all Traffic Management Plans (TMP) that must be approved Caltrans. The COZEEP program provides CHP officers to aid motorists and help alleviate congestion. The costs associated in providing these services, including the hourly rate of a CHP officer is set by statute and vehicle mileage, are now regularly included as part of the Engineer's Estimate of the project.

Approved
Board of Directors

Date: February 7, 2007

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Board Agenda Item
February 7, 2007
Page 2

Financial Impact: This item is consistent with the 2006/07 Budget with all costs being including in the construction costs for each project. TN 82407000, TN 83807000, and TN 86007000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (*Meeting chaired by John Pomierski.*)

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07-178

by and between

State of California - Highway Patrol




and

San Bernardino County Transportation Authority

for

COZEEP Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>300,000</u>		Previous Amendments Total: \$ <u>0</u>		
		Previous Amendments Contingency Total: \$ <u>0</u>		
Contingency Amount: \$ <u>0</u>		Current Amendment: \$ <u>0</u>		
		Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>300,000</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>82407000</u>	<u>5553</u>	<u>MPVMI</u>	_____	\$ <u>10,000</u>
<u>86007000</u>	<u>5553</u>	<u>MPVMI</u>	_____	\$ <u>26,721.20</u>
<u>83807000</u>	<u>5553</u>	<u>MPVMI</u>	_____	\$ <u>263,273.80</u>
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>Feb 7, 07</u> Contract Start: <u>Feb, 07</u> Contract End: <u>12/07</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>100,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>200,000</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>838ZZ07</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Darren Kettle</u>			Contract Manager: <u>Andrea Nieto</u>	

<u></u> <u>1-12-07</u> Task Manager Signature Date	<u></u> Contract Manager Signature Date
<u></u> <u>1/12/07</u> Chief Financial Officer Signature Date	

Filename: a07173css-gwh

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
LETTER OF AGREEMENT**

THIS AGREEMENT, made and entered into this 28^h day of November 2006, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called the CHP, and the San Bernardino Associated Governments, hereinafter called SANBAG.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, SANBAG and the CHP do hereby agree to the following terms and conditions:

1. CHP agrees to provide traffic control services for road widening of I-10 and construction of sound walls, occurring at Eastbound and Westbound between Orange Street and Ford Street in the city of Redlands, the construction of the SR-30/I-210 with Associated Interface of I-215 and SR-30, and the demolition and construction of the 5th Street bridge in the city of San Bernardino. The SANBAG services are scheduled from January 1, 2007 through December 31, 2007. The number of CHP officers and sergeants for each traffic control service will be determined by each service.
2. The CHP San Bernardino Area office will provide uniformed personnel and enforcement vehicles to perform the traffic control.
3. The hours of duty performed by CHP uniformed personnel are those mutually agreed upon by the CHP Contract Coordinator and the requesting party. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested on as needed basis. All changes must be mutually agreed by the parties hereto.
4. The term of this agreement shall be January 1, 2007 through December 31, 2007.
5. The CHP Contract Coordinator for this agreement shall be:

Department of California Highway Patrol
CHP San Bernardino Area
Sergeant Jeff Klug
2211 Western Avenue
San Bernardino, CA 92411-1243

Telephone number: (909) 383-4247

6. The law enforcement services to be performed by CHP uniformed personnel including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
7. In the event of an unforeseen emergency, this agreement may be terminated by CHP without prior notice.
8. This agreement may be amended by written mutual consent of the parties hereto.
9. In consideration for the above services and upon receipt of an itemized invoice, SANBAG agrees to reimburse CHP for the actual cost incurred at the time services are provided. The following information is a cost estimate only:

CHP Officer	\$66.00 Overtime per hour
CHP Officer M/C	\$68.00 Overtime per hour
CHP Sergeant	\$80.00 Overtime per hour
CHP Sergeant M/C	\$83.00 Overtime per hour
CHP Automobile	\$00.52 per mile
CHP Motorcycle	\$00.91 per mile

10. The Total amount of this agreement shall not exceed \$300,000.00.
11. The CHP shall provide SANBAG with an itemized invoice, detailing CHP's entire costs for the traffic control services performed under this agreement. SANBAG agrees to pay CHP within thirty (30) days after the date of the invoice.
12. Unforeseen events may require CHP personnel to expend hours in excess of the original estimate.
13. The billing of CHP uniformed personnel's time will be from portal to portal (CHP Area to service location and back to the CHP Area).
14. If the CHP uniformed personnel has reported to the assigned location and has worked less than four (4) hours, SANBAG agrees to pay every assigned CHP uniformed personnel a minimum four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

15. If the CHP uniformed personnel reports to the assigned service location and if for any reason CHP reassigns the uniformed personnel away from the service location, SANBAG will be billed only for the uniformed personnel's actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location.

16. CANCELLATION

a. SANBAG will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

b. If cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed personnel **cannot be notified** of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed personnel.

c. If cancellation is made within 24 hours prior to the scheduled assignment and the CHP uniformed personnel is notified of such cancellation, SANBAG will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed personnel.

d. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.

e. CHP agrees to make reasonable efforts to notify the assigned CHP uniformed personnel of the cancellation.

17. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein.

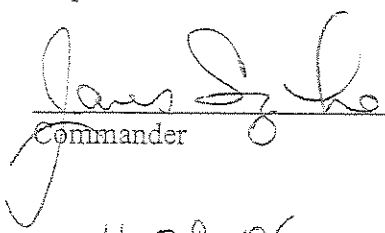
18. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the department, informal squad club, or other local funds.

19. SANBAG agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by SANBAG in the performance of this agreement.

20. SANBAG agrees to provide CHP with a resolution, motion, order or ordinance of the governing body which bylaw authorizes execution of this agreement, and indicates the individual who is authorized to sign the agreement on behalf SANBAG.

STATE OF CALIFORNIA
Department of California Highway Patrol

SAN BERNARDINO ASSOCIATED
GOVERNMENTS



Commander

President, Authority Board of Directors

11-29-06

Date

Date

Department of California Highway Patrol
Business Services Section
P. O. Box 942898
Sacramento, CA 94298-0001
(916) 375-2965

San Bernardino Associated Governments
2700 Little Mountain Drive, Building B, Suite 101
San Bernardino, CA 92405
(909) 875-6029

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

- Date:** February 7, 2007
- Subject:** Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga modifying funding for remaining items related to SR 210 Construction
- Recommendation:** Approve Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga increasing the authorized contract amount by \$7,030 to \$307,552 as detailed in the Financial Impact Section. TN 82407000.
- Background:** In April 2004 the Board approved Cooperative Agreement No. 04-052 with the City of Rancho Cucamonga that addressed responsibilities and funding to address a variety of pending items related construction of the State Route 210 project. SANBAG has fulfilled all of its obligations under the original agreement with the exception of paying \$7,030 associated with construction changes orders for the Beryl Park fence that SANBAG agreed to 50/50 split of construction cost. This amendment will recognize the actual cost for the Beryl Park Screening Fence now that the City has closed out its contract with the contractor.
- Financial Impact:** The total cost of this agreement to SANBAG is increased by \$7,030 to \$307,552 and is consistent with the SANBAG 2006/07 fiscal year budget. Funding Source is SANBAG Measure I Valley Major Projects funds. TN 82407000
- Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (*Meeting chaired by John Pomierski.*)
- Responsible Staff:** Darren Kettle, Director of Freeway Construction

Approved
Board of Directors

Date: February 7, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG Contract No. 04-052-02

By and between

San Bernardino Associated Governments

And

the City of Rancho Cucamonga

For

SR 210 Construction Impacts**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract #	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: Amendment to extend contract duration by six months

Original Contract:	\$ <u>361,478.00</u>	Previous Amendments Total:	\$ (60,956)
Contingency Amount:	\$ <u>0</u>	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ 7,030
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →**\$ 307,552**

Please include funding allocation for the original contract or the amendment

Task	Cost Code	Funding Sources	Amounts
1 82407000		1 Meas. I Valley Major Projects	\$ 7,030
2		2	\$ _____

Original Board Approved Contract Date: 4/7/04 Contract Start: Contract End: N/ANew Amend. Approval (Board) Date: 2/7/07 Amend. Start: Amend. End: N/A

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: <u>05/06</u>	Fiscal Year: <u>06/07</u>	Fiscal Year:
\$ <u>00</u>	\$ _____	\$ <u>00</u>

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local
Disadvantaged Business Enterprise: ☒ No ☐ Yes _____ %

Task Manager: Darren Kettle

Contract Manager:

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

CONTRACT NO. 04-052
AMENDMENT NO. 2

Agreement Between
the
San Bernardino Associated Governments

And the

City of Rancho Cucamonga

This AMENDMENT No. 2 to SANBAG CONTRACT No. 04-052 entered into as of this 7th day of February, 2007 by the City of Rancho Cucamonga(hereafter called CITY) and the San Bernardino Associated Governments (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG and the CITY, under SANBAG Contract 04-052, agreed to establish responsibilities for the funding to complete remaining items of repair, design, and construction for the Route 210 construction project within the CITY; and,

WHEREAS, a screening fence at Beryl Park was included in the original agreement and the CITY proceeded with a competitive bid process and did consult with SANBAG when the low bid exceeded the project estimate prior to awarding a contract to lowest responsible and responsive bidder; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 04-052 as follows:

1. Paragraph 3 shall now read in its entirety, "SANBAG will fund up to 50% of the cost of a screening fence at Beryl Park. The CITY will provide the other half of the funding and be responsible for the design and construction of the screening fence. The CITY agrees to consult with SANBAG on all change orders that exceed \$5,000 before implementation of the change order. The City has completed a construction contract for the fence in the amount of \$192,148. The CITY will invoice SANBAG upon completion of the work.

Except as amended by this amendment, all other provisions of Contract No. 04-052 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino
Associated Governments

City of Rancho Cucamonga

By: _____
Dennis Hansberger, President
SANBAG Board of Directors

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 17

Date: February 7, 2007

Subject: Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project

Recommendation:* Approve Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project.

Background: This is a new Resolution. SANBAG has filed an application to receive funding from the California Public Utilities Commission for the construction of the railroad grade separation at State Street and BNSF. This project now stands at number 10 on the statewide priority list. The annual budget for this program is about \$17,000,000, which typically results in varying awards to about 5 projects annually. An award of funds depends, in part, upon project readiness and fund availability. Projects must be able to be under construction within one year from the time of award. Many projects fall off the priority list due to project readiness or lack of funds to fully fund the project.

The proposed resolution merely affirms that SANBAG does have the funding to complete this project (TCRP funds previously allocated), and the project is ready to proceed to construction.

Financial Impact: This item imposes no financial impact. TN 87107000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski.)

Responsible Staff: Darren Kettle, Director of Freeway Construction

Approved
Board of Directors

Date: February 7, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

RESOLUTION NO. 07-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, AUTHORIZING FILING OF AN APPLICATION, VERIFYING THAT SUFFICIENT FUNDS ARE AVAILABLE AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE STATE STREET/UNIVERSITY PARKWAY OVERHEAD AT THE TRACKS OF THE BNSF RAILWAY COMPANY; P.U.C. CROSSING NO. 2-76.6, D.O.T. NO. 026106VB, WILL BE UNDERTAKEN.

WHEREAS, Section 2456 of the streets and highways code of the State of California requires that local agencies requesting allocations for railroad grade separation projects furnish evidence that sufficient funds from the local agency are available, and that all matters prerequisite to awarding the construction contract within a period of two years have been or can be taken care of within that time; and

WHEREAS, the 2007, 2008 and 2009 fiscal year budgets, will provide sufficient local funds for the work as it progresses to fund the cost of the Street Street/University Parkway overhead at the tracks of the BNSF Railway Company; P.U.C. Crossing No. 2-76.6, D.O.T. No. 026106vb.

WHEREAS, the San Bernardino County Transportation Commission will obtain all necessary orders from the Public Utilities Commission of the State of California, execute all necessary agreements with the BNSF Railway Company, acquire all necessary rights-of-way or obtain an order of the court granting to San Bernardino County Transportation Commission the immediate possession thereof, and accomplish all other requirements prerequisite to awarding a contract for construction of the overhead structure on State street/University Parkway at the tracks of the BNSF Railway Company; P.U.C. Crossing No. 2-76.6, D.O.T. No. 026106VB in the City of San Bernardino and the County of San Bernardino, State of California, within a period two years after the date the California Transportation and the Department of Transportation of the State of California allocates funds to said construction project.

NOW, THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION BOARD OF DIRECTORS AS FOLLOWS:

That sufficient funds will be available in the San Bernardino County Transportation Commission 2007, 2008 and 2009 fiscal year budgets; and

That the San Bernardino County Transportation Commission Board of Director's intends to award the contract for the construction of said overhead structure on State Street/University Parkway at the tracks of the BNSF Railway Company; P.U.C. Crossing No. 2-76.6, D.O.T. No. 026106vb no later than two years after the date that the California Transportation Commission and the Department of Transportation of the State of California allocates of funds to said construction project; and

That the Executive Director, as agent of the San Bernardino County Transportation Commission, is authorized to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for completion of the aforementioned project.

Approved by the Board of Directors at a regular meeting thereof held this 7th day of February, 2007.

*Approved
Board of Directors*

Date: February 7, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 18

Date: February 8, 2007

Subject: Amendment No. 6 to Cooperative Agreement 91-065 with the City of Montclair
Redevelopment Agency and the City of Montclair

*Recommendation:** Approve Amendment No. 6 to SANBAG Cooperative Agreement 91-065 with the City of Montclair Redevelopment Agency and the City of Montclair relating to the management responsibility of jointly owned property at the Montclair Transcenter and the reimbursement for the provision of security and the maintenance relating to the future pedestrian undercrossing at the Montclair Metrolink Station for the first two years in an amount not to exceed \$290,500, increasing the total contract authority to \$6,009,379.71 as identified in the Financial Impact Section.

Background: In December 1991 the SANBAG Board, acting as the County Transportation Authority, approved Agreement 91-065 with the Redevelopment Agency of the City of Montclair. The agreement provided for the Redevelopment Agency to acquire property upon which the new Montclair Transcenter would be constructed. The agreement was amended in April 1993 to incorporate the liability insurance limit required with the construction of the childcare facility.

A second amendment was approved by the Authority Board in December 1995. That amendment added the City of Montclair as a third party to the agreement and assigned the responsibility of certain maintenance to the City with initial funding provided by SANBAG, included appropriate liability indemnification, contained a provision for the possible acquisition of 1.6 acre development site and additional

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

property exchanged between Caltrans and SANBAG, and authorized the transfer of the Transcenter property to Caltrans.

A third amendment to the agreement was approved by the Authority Board in June 1999. The amendment clarified the roles of the Redevelopment Agency and SANBAG in the development of the 1.6 acre development site. It also provided that any income derived from future leases or other income producing agreements from the site be used to pay the reasonable costs of RDA's administration and to provide income for the City's provision of maintenance and security for the Transcenter. Any excess proceeds are to be shared equally between the Authority and City.

A fourth amendment was approved by the Authority Board in August 2002, that provided \$62,500 to augment the City's construction management expenses associated with the construction of a second platform at the Montclair Metrolink Station. The actual cost of the second platform design and construction was paid from Regional Improvement Program funds.

A fifth amendment was approved by the Authority Board in April 2003 that assigned the responsibility of maintaining the extension of the north platform, the southern platform and the landscape area adjacent to the new southern platform.

The purpose of the draft Amendment No. 6 was to clarify the determination of RDA's administrative cost and to provide funding for the maintenance of the future pedestrian undercrossing during the first two years of use. The amendment sets the RDA's administrative expenses at 2.5% of all gross lease revenue and requires a quarterly payment to the Authority any lease or other income producing agreement revenue in excess of that required for the City's expenses for maintenance and security of the Montclair Transcenter.

The draft Amendment No. 6 was presented and approved in concept by the Commuter Rail Committee on the 19th of October so that staff could continue to work with the City to resolve the few outstanding issues. The staff from SANBAG and the City met on November 16th and an agreement was reached on the most controversial issue – the maintenance of the pedestrian undercrossing. Under the revised amendment the previous cap of \$100,000 for the City's maintenance of the pedestrian undercrossing over the two-year period has been removed.

In reviewing all previous agreement amendments it was also noted that the City had not been compensated for the provision of security at the Transcenter as had been done with all of the other station cities. Therefore the attached Amendment No. 6 includes a provision for the reimbursement of the City's security expenses for a two-year period commencing with the opening of the pedestrian undercrossing. The security payment to the City is estimated to be \$190,500.

The combined compensation to the City for its provision of security at the Transcenter and the maintenance of the pedestrian undercrossing totals \$290,500 over a two-year period. The agreement amendment provides that should either of the amounts be insufficient to cover actual expenses, the intent of SANBAG is to ensure the City will be reimbursed for its costs.

Financial Impact: This item is consistent with the adopted Agency budget. The financial commitment for the pedestrian undercrossing will be budgeted as part of the Agency's commuter rail operating expenses beginning in the next fiscal year.

Reviewed By: This item was reviewed by the Commuter Rail Committee on January 18, 2007 and unanimously recommended for approval. *(Meeting chaired by Patricia Gilbreath)*

Responsible Staff: Michael Bair, Director of Transit and Rail Programs.

SANBAG Contract No. 91-065-6

by and between

San Bernardino Associated Governments

and

City of Montclair and City of Montclair Redevelopment Agency

for

clarifying the management responsibility of jointly owned property at the Montclair Transcenter; the assignment to the City of maintenance responsibility for the pedestrian undercrossing at the Montclair Metrolink Station; and the reimbursement of maintenance expenses for the first two years relating to the pedestrian undercrossing at the Montclair Metrolink Station

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Original Contract: \$ <u>5,600,000</u>		Previous Amendments Total: \$ <u>118,379.71</u>		
		Previous Amendments Contingency Total: \$ <u>0</u>		
Contingency Amount: \$ <u>0</u>		Current Amendment: \$ <u>290,500</u>		
		Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>6,009,379.71</u>
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>37708000</u>	<u>5011</u>	<u>LTF - Rail</u>	_____	\$ <u>145,250</u>
<u>37709000</u>	<u>5011</u>	<u>LTF - Rail</u>	_____	\$ <u>145,250</u>
Original Board Approved Contract Date: <u>12/4/91</u>		Contract Start: <u>12/4/91</u>		Contract End: <u>Open</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____		Amend. End: <u>Open</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ <u>290,500.00</u>	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Funds will be included in FY 2008 & 2009 Budgets				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Michael Bair</u>			Contract Manager: <u>Michael Bair</u>	

Michael Bair 1-25-07
Task Manager Signature Date

Michael Bair 1-25-07
Contract Manager Signature Date

[Signature] 1/25/07
Chief Financial Officer Signature Date

AMENDMENT NUMBER 6 TO
COOPERATIVE AGREEMENT 91-065
BETWEEN THE
SAN BERNARDINO ASSOCIATED GOVERNMENTS,
THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY
AND
THE CITY OF MONTCLAIR

THIS AMENDMENT NUMBER 6 to Cooperative Agreement 91-065 is hereby made and entered into and effective this ____ day of February, 2007, by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS (hereinafter referred to as "SANBAG"), the CITY OF MONTCLAIR REDEVELOPMENT AGENCY (hereinafter referred to as "RDA") and the CITY OF MONTCLAIR (hereinafter referred to as "CITY"), with regard to the management of jointly owned property at the Montclair Transit Center and the reimbursement of maintenance expenses for the first two years relating to the future pedestrian undercrossing at the Montclair Metrolink Station.

WHEREAS, under SANBAG Contract No. 91-065, dated December 16, 1991, SANBAG and RDA entered into an agreement (the "Cooperative Agreement"), pursuant to which the parties agreed to purchase and develop a transit center (the "Transit Center") upon that certain parcel of real property of approximately 22.147 acres located within the City of Montclair; and,

WHEREAS, SANBAG & RDA amended the Cooperative Agreement, by the first amendment of the Cooperative Agreement (SANBAG Contract No. 93-17) on April 7, 1993, to add Paragraph 4.07, Establishment of Day Care Facility on Transit Center Site, to the Cooperative Agreement; and,

WHEREAS, SANBAG & RDA amended the Cooperative Agreement by the second amendment to the Cooperative Agreement (CITY Agreement No. 95-66) on December 6, 1995, to add the CITY as a party to the Cooperative Agreement, to transfer certain property to the State of California pursuant to Paragraph 4.05, Exchange for State Properties, of the Cooperative Agreement, and to add new Section XIII, Maintenance and Reimbursement for Maintenance Costs, new Section XIV, Indemnification, and new Sections XV, XVI and XVII to the Cooperative Agreement; and,

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by a third amendment to the Cooperative Agreement (CITY Agreement 95-066) on June 2, 1999 to allow the RDA to be the lead agency in negotiating and administering agreements and leases for the development of the plus or minus 1.61 acre site within the Transit Center retained by SANBAG and RDA for development and establishes the rights of the parties in approving development of the site and the execution of leases; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by a fourth amendment on August 7, 2002, allowing the CITY to be reimbursed by SANBAG for construction management services associated with the construction of a second platform in an amount not to exceed \$62,500; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by a fifth amendment on April 2, 2003, to assign to the City the maintenance responsibility of the northern platform extension, southern platform and landscape area.

WHEREAS, SANBAG, CITY and RDA also (hereinafter sometimes collectively referred to as the "Parties" and individually referred to as a "Party") desire to further amend the aforesaid Cooperative Agreement to clarify the management responsibility of jointly owned property, the reimbursement of the provision of security for a two-year period at the Montclair Transit Center, and the reimbursement of maintenance expenses for the first two years relating to the future pedestrian undercrossing at the Montclair Metrolink Station.

NOW THEREFORE, the Parties hereto do mutually agree to amend the Cooperative Agreement (SANBAG Contract No. 91-065 and CITY Agreement 95-066) as follows:

1. REPLACE the last two sentences of Paragraph 4.06 Development of the 1.61 Acre Site with the following:

Lastly, not withstanding anything to the contrary elsewhere in this Agreement, RDA may retain 2.5% of all gross lease and other income producing agreement revenue from the site to pay the reasonable costs of RDA's lease administration. RDA shall also retain that portion of gross lease and other income producing agreement revenue necessary for the CITY's provision of security and maintenance for the Transit Center as identified in Article XIII of this Agreement and any improvements thereon. Any income in excess of that needed for lease administration costs, Transit Center maintenance and security costs shall be equally divided between the RDA and SANBAG. The RDA shall provide SANBAG a semi-annual reconciliation of gross lease and other income producing agreement revenue, RDA lease administration and CITY's Transit Center maintenance, security, and improvement expenses.

2. Amend Article XIII to read: **Maintenance and Security Cost Reimbursement** and add Paragraph 13.06 as follows:

13.06. CITY shall provide security at the Transit Center beginning fifteen (15) minutes before the first daily train arrival and end thirty (30) minutes after the last daily train departure. Part of the provision of security will include insuring that security gates constructed as part of the pedestrian undercrossing are unlocked and open prior to the first daily train arrival and closed and locked after the last daily train departure. SANBAG shall reimburse CITY for security expenses, estimated not to exceed \$190,500, incurred beginning on the date of the opening of the pedestrian undercrossing for use by the public (Opening Date) and ending two years later. Should the City's security expenses exceed the reimbursement estimate during the two-year period, SANBAG shall prepare an amendment to this Agreement, increasing the City's reimbursement to an amount that will insure the intent that SANBAG cover the two years of City's security expenses. City shall invoice SANBAG not more frequently than quarterly for security expenses incurred. Each invoice shall be accompanied with copies of the security vendor invoices for the quarter as well as documentation of CITY's payment of vendor invoices. SANBAG shall remit payment to CITY within thirty (30) days of invoice receipt. Security expenses beyond the two-year period shall be the responsibility of the CITY.

ADD the following as a new Article XIX, Pedestrian Undercrossing Maintenance

Upon the opening for use by the public (Opening Date) of the future pedestrian undercrossing, SANBAG shall reimburse CITY for its expenses associated with the maintenance of the undercrossing as identified in Exhibit A to this amendment. Such reimbursement, estimated not to exceed \$100,000, shall remain in effect for two years from the Opening Date. Should the City's maintenance for the pedestrian undercrossing expenses exceed the reimbursement estimate during the two-year period, SANBAG shall prepare an amendment to this Agreement, increasing the City's reimbursement to an amount that will insure the intent that SANBAG cover the first two years of City's maintenance expenses. CITY shall invoice SANBAG not more frequently than quarterly for undercrossing maintenance expenses incurred. Each invoice shall be accompanied with a description of the work performed, including any repairs, hours of work performed and cost of materials. SANBAG shall remit payment to CITY within thirty (30) days of invoice receipt. Expenses for the maintenance of the pedestrian undercrossing beyond the initial two-year period shall be the responsibility of the CITY.

Except as amended by this Agreement, all other provisions of the Cooperative Agreement (SANBAG Contract No. 91-065), as previously amended, and the four-party Maintenance Cooperative Agreement (SANBAG Contract No. 95-069) shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized parties have signed:

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

CITY OF MONTCLAIR

By: _____
Dennis Hansberger
President

By: _____
Paul M. Eaton
Mayor

Date: _____

Date: _____

Approved as to Form:

CITY OF MONTCLAIR
REDEVELOPMENT AGENCY

By: _____
Jean-Rene Basle
SANBAG Counsel

By: _____
Paul M. Eaton
Chairman

Date: _____

Date: _____

Approved as to Form:

ATTEST:

By: _____
Diane E. Robbins
City Attorney

By: _____
Donna M. Jackson
City Clerk

EXHIBIT A

to

COOPERATIVE AGREEMENT 91-065-6

SCHEDULE OF MAINTENANCE FOR PEDESTRAIN UNDERCROSSING AT THE
MONTCLAIR METROLINK STATION *(To be completed by City)*

Maintenance Activities:

Weekly sweeping of Undercrossing, Stairs and Ramps

Semiweekly trash pickup from Undercrossing

Bimonthly washing of Undercrossing, Stairs and Ramps

Weekly graffiti removal from Undercrossing, Stairs and Ramp surfaces

Replacement of Undercrossing, Stairs and Ramp lighting

Painting of Undercrossing, Stairs and Ramp surfaces

Maintenance and Repairs of Close Circuit Camera System

Maintenance of Landscape Areas located within the "operating property"

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: February 7, 2007

Subject: Sale of Surplus Property located on the north side of the Baldwin Park Branch between Monte Vista Avenue and Huntington Drive in the City of Upland

Recommendation:* 1. Find that approximately 1.2 acres of non-operating property on the north side of the Baldwin Park Branch between Monte Vista Avenue and Huntington Drive in the City of Upland is no longer required for SANBAG use (four-fifths vote required).

2. Approve Purchase and Sale Agreement (SANBAG Contract AR07179) for the sale of approximately 1.2 acres of non-operating property to the City of Upland for the appraised value of \$89,000 as identified in the Financial Impact Section.

Background: The City of Upland and has requested that SANBAG, acting as the County Transportation Authority, consider selling approximately 1.2 acres of non-operating property located on the north side of the Baldwin Park Branch between Monte Vista Avenue and Huntington Drive. The property to be sold was acquired by the Authority from the Southern Pacific Railroad in 1991 and is not protected by Policy 31600- Baldwin Park Branch Right-of-Way Continuity.

The Authority acquired a right-of-way width of 150 feet from the eastern terminus of Huntington Drive and Monte Vista Avenue. The railroad corridor on both ends of this segment is 70 feet. In researching the ownership of segment, a 1909 deed contains language that indicates an intent that 40 feet on either side of the center

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

70 foot railroad right-of-way would be used for a public roadway. However, over time as this property changed hands, the legal description for this segment consistently referred to the 150 foot right-of-way and there does not appear to be any documentation of either the County of San Bernardino or City of Upland accepting a conveyance of the 40 foot portion for roadway purposes.

The City has been working with the Hutton Development for the development of a residential development, known as College Park, on property immediately north of the 150 foot right-of-way. The City would like to acquire the 40 foot portion previously intended for roadway purposes and then re-sell the property to Hutton Development so that the developer could use a portion of this property as an emergency access roadway. The other portion of the property would be landscaped. In addition, water and sewer lines serving the development would be located within the 40 foot strip.

Financial Impact: The City commissioned a summary appraisal report for the 40 foot portion. The market value from the report is \$89,000. This item has no immediate impact on the agency budget. The revenue received from the sale of property will be placed in the Rail Asset Account and made available for future rail-related capital improvements.

Reviewed By: This item was reviewed by the Commuter Rail Committee on January 18, 2007 and unanimously recommended for approval. *(Meeting chaired by Patricia Gilbreath)*

Responsible Staff: Michael Bair, Director of Transit and Rail Programs.

SANBAG Contract No. AR07179

by and between

San Bernardino County Transportation Authority

and

City of Upland

for

the purchase of approximately 1.2 acres of non-operating property on the north side of the Baldwin Park Branch between Monte Vista Avenue and Huntington Drive in the City of Upland

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>89,000.00</u>		Previous Amendments Total: \$ _____		
		Previous Amendments Contingency Total: \$ _____		
Contingency Amount: \$ _____		Current Amendment: \$ _____		
		Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>89,000.00</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>37907000</u>	_____	<u>City of Upland</u>	_____	\$ <u>89,000.00</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>2/7/07</u> Contract Start: <u>2/7/07</u> Contract End: <u>3/30/07</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Michael Bair			Contract Manager: Michael Bair	

<u>Michael Bair</u> 1-18-07 Task Manager Signature Date	<u>Michael Bair</u> 1-18-07 Contract Manager Signature Date
<u>Seamus McNamee</u> 1/25/07 Chief Financial Officer Signature Date	

Filename: AR07179

Form 28 06/06

**AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between the CITY OF UPLAND, a public body, corporate and politic ("Buyer"), and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority existing under the authority of §180000 et seq., of the California Public Utilities Code ("Seller"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

RECITALS

A. Seller is the owner in fee of certain real property, located in the City of Upland, County of San Bernardino, State of California and more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"), consisting of approximately 1.172 acres. Reference herein to "Property" shall include all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The purchase price for the Property is Eighty-nine Thousand Dollars (\$89,000.00) ("Purchase Price"). The Purchase Price includes, without limitation, full payment of just compensation, relocation expenses, lease bonus value, goodwill, furniture, fixtures and equipment, attorneys' fees, costs, interest, and damages in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's

acquisition of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined in Section 2.3), Buyer shall pay to Seller through escrow the Purchase Price in cash, by cashier's or certified check or by wire transfer;

2. ESCROW.

2.1 Opening of Escrow. Within five (5) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with JM Escrow ("Escrow Holder") at 245 N. Euclid Avenue, Upland, California 91786. For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Seller and Buyer ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for conveyance of the Property. Either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder upon the Opening of Escrow. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "Close of Escrow" or "Closing" means the recordation of the grant deed conveying the Property to Buyer ("Grant Deed") in the Official Records of San Bernardino County, California, and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. Close of Escrow shall occur on or before March 1, 2007 ("Closing Date"), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

In the event the Escrow is not in a condition to close by the Closing Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Article 7. If no notice of termination as provided in Article 7 is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Seller shall pay the costs of the Title Policy (defined in Section 3.1), as applicable. All other costs of processing the Escrow, except as specifically instructed in this Agreement, shall be divided between the Parties in accordance with common escrow practices in San Bernardino County at the discretion of Escrow Holder. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorney's fees with respect to negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. All property taxes and assessments levied and assessed against the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow. There shall be no proration of such taxes and assessments. To the extent that Seller has prepaid any taxes or assessments attributable to the Property, Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for said refund, if any, through or outside of Escrow. Seller shall be liable for any property taxes and assessment and any supplemental assessments received following Close of Escrow but assessed based upon matters occurring prior to Close of Escrow.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date:

2.6.1 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Seller shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.4 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.5 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.6 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.6.7 Seller shall be in a position to convey the Property to Buyer free of any possession or right of possession by any person except Buyer.

2.6.8 Buyer shall have determined that the condition of the Property is suitable for Buyer's intended use and development pursuant to Section 5.1 hereof.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.7.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.2 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.3 The Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy or Extended Policy, as applicable, required pursuant to this Agreement, subject only to the Permitted exceptions, as set forth in more detail in Article 3.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price,

2.8.2 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.3 Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in San Bernardino County, at the discretion of Escrow Holder.

2.8.4 Certificate accepting the Grant Deed and consenting to recording of same.

2.8.5 Preliminary Change of Ownership form.

2.8.6 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay the prorated amount of ad valorem taxes, if applicable, upon the Property with respect to the period prior to Close of Escrow.

2.9.2 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.3 Any additional charges customarily charged to sellers in accordance with common escrow practices in San Bernardino County, at the discretion of Escrow Holder.

2.9.4 A fully-executed and acknowledged Grant Deed commonly used by Escrow Holder and in a form acceptable to Buyer in its reasonable discretion.

2.9.5 FIRPTA Certificate and appropriate California Form 593.

2.9.6 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums

necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Pay, and charge Buyer and Seller, respectively, for any fees, charges and costs payable under Sections 2.8 and 2.9. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.10.3 Credit Buyer and debit Seller for Seller's prorata amount of all unpaid ad valorem taxes, if applicable, upon the Property with respect to the period prior to Close of Escrow. Before such charges and credits are made, Escrow Holder shall notify Buyer and Seller of the sums necessary therefor.

2.10.4 Record the Grant Deed, and any other instruments as appropriate, delivered through Escrow.

2.10.6 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.7 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined in Section 3.2), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title Company ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. Buyer may, at its option, request an Extended Owner's Form Policy of Title Insurance ("Extended Policy") and/or any title endorsements, provided that the issuance of said Extended Policy and/or endorsements does not delay the Close of Escrow. Such Extended Policy, if applicable, shall be in an amount equal to the Purchase Price showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. Seller shall cause Title Company to issue to Buyer such Title Policy or Extended Policy, as applicable, upon Close of Escrow.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following-described conditions and exceptions to title or possession:

- 3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.
- 3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.
- 3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.
- 3.2.4 Other exceptions to title disclosed by the Title Report (defined in Section 3.3) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Item, and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

3.3 Title Report. Within fifteen (15) calendar days following the Opening of Escrow, Seller shall obtain, and provide a copy to Buyer, a standard preliminary report from the Title Company, together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "Title Report").

4. [INTENTIONALLY OMITTED]

5. SUITABILITY AND CONDITION OF PROPERTY.

5.1 Inspections and Right of Entry. Prior to Close of Escrow, Buyer may conduct, at Buyer's sole expense, such inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use and development. Seller hereby grants to Buyer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property at all reasonable times prior to the Closing Date for the purpose of conducting such inspections.

(a) Certain Definitions. For the purpose of this Agreement, the terms set forth below shall have the following meaning:

(i) "environmental laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, or decrees, regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C Section 25288 et seq.]; the California Hazardous Substances Account Act [H & S C Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C Section 24249.5 et seq.] and the Porter-Cologne Water Quality Act [Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, statutes, ordinances, or regulations relate to hazardous substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

(ii) "hazardous substances" includes without limitation:

those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in CERCLA, RCRA, TSCA, HMTA, or under

any other environmental law; and

those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; and

other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

any material, waste, or substance that is:

- (1) a petroleum or refined petroleum product,
- (2) asbestos,
- (3) polychlorinated biphenyl,
- (4) designated as a hazardous substance pursuant to 33 UCS Section 1321 or listed pursuant to 33 USC Section 1317
- (5) a flammable explosive, or
- (6) a radioactive material.

(b) During the period that this Agreement is in effect prior to the Close of Escrow, Buyer or its designee shall have the right to examine, inspect and investigate the Property (the "Due Diligence Period") to determine whether the condition of and title to the Property is acceptable to Buyer in its sole and absolute discretion.

(c) During the Due Diligence Period, Seller shall permit Buyer or its designee, their engineers, analysts, contractors and agents to conduct such physical inspections and testing of the Property as Buyer or its designee deems prudent or advisable with respect to the physical condition of the Property.

(d) Any such investigation work on the Property may be conducted by Buyer or its designee or their agents during any normal business hours upon notice to Seller, which notice will include a general description of any investigation work or tests to be conducted on the Property. Upon Seller's request, Buyer will provide Seller with copies of any of Buyer's test results. Buyer shall pay for all costs and expenses associated with the conduct of all such Due Diligence investigation. In the event that Buyer may reject the condition of the Property for any reason, Seller shall have no duty or obligation to correct any such condition.

(e) Buyer acknowledges and agrees that it shall be given and Seller shall give to Buyer a full opportunity under this Agreement to inspect and investigate every aspect of the Property during the Due Diligence Period. If the Close of Escrow occurs, Buyer shall accept the delivery of possession of the Property (including, but not limited to, subterranean structures and soil conditions), in an "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition. Buyer further agrees and represents to Seller that by a date no later than the end of the Due Diligence Period for the Property, Buyer shall have conducted and completed (or waived the completion) of all of its independent investigation of the condition of such portion of the Property

as to be transferred at Close of Escrow which Buyer may believe to be indicated. Buyer hereby acknowledges that it shall rely solely upon its own investigation of the Property and its own review of such information and documentation, as it deems appropriate for the purpose of accepting the condition and possession of such portion of the Property as to be transferred at Close of Escrow. Buyer is not relying on any statement or representation by Seller, any employee, official or consultant of Seller relating to the condition of the Property unless such statement or representation is specifically contained in this Agreement. Without limiting the foregoing, Seller makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance as these terms are defined in this Agreement. Furthermore, to the extent that Seller has provided Buyer with information relating to the condition of the Property, Seller makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(f) Without limiting the above, except to the extent covered by an express representation or warranty of Seller set forth in this Agreement, and except for any hazardous substances which Buyer demonstrates by a preponderance of evidence have been released upon the Property at any time after the Seller's acquisition of the Property and prior to the date of commencement of the lease of the Property to Buyer, Buyer on behalf of itself and its successors, waives and releases Seller and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Property or any above-ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of the Project as proposed, or any law or regulation applicable thereto. Nothing in this Section 5.1 shall modify or impair any rights or remedies Buyer may have at law or equity against third parties with respect to the condition of the property.

(g) Buyer expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, Buyer acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT
EXTEND TO CLAIMS WHICH THE CREDITOR
DOES NOT KNOW OR SUSPECT TO EXIST IN
HIS FAVOR AT THE TIME OF EXECUTING
THE RELEASE, WHICH IF KNOWN BY HIM,
MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of Buyer: _____

(h) The provisions of this Section shall survive the Close of Escrow, and shall be binding upon Buyer.

6. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

6.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may be entitled to payment of relocation expenses, payments for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and reimbursements other than those expressly provided for in the Agreement (collectively, "Benefits") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to provide the Benefits to the Seller.

7. TERMINATION, DEFAULTS AND REMEDIES.

7.1 Exercise of Rights to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, or 9.3, then Buyer may so terminate by giving notice, in writing, of such termination to Seller and Escrow Holder. In the event Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3 or 9.3, then Seller may so terminate by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

7.2 Buyer's Breach. In the event Buyer breaches any obligation hereunder which Buyer is to perform prior to the Close of Escrow, and fails to cure such breach within 30 days or additional time reasonably required to complete the cure, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Buyer's obligation to pay Termination Costs as provided herein, shall cease and terminate.

7.3 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within 30 days or additional time reasonably required to complete the cure, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Seller

and Escrow Holder, or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

7.4 Return of Funds and Documents; Release of Liability as to Escrow Holder. In the event Escrow Holder terminates this Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided in Article 7, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

8.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

8.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

8.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

8.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or

constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

8.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

8.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by Seller has been made in material reliance by Seller on such covenants, representations and warranties:

- (1) Buyer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Buyer hereby represent and warrant that such persons have the power, right and authority to bind Buyer.
- (2) Buyer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.
- (3) This Agreement is, and all agreements, instruments and documents to be executed by Buyer pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon Buyer and enforceable in accordance with their respective terms.
- (4) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which Buyer is a party or by which Buyer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Buyer.

8.3 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow.

9. OTHER

9.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to

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whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given.

Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: City of Upland
Attn: Robb Quincey
City Manager
Upland, CA 91786
Facsimile: (909) 931-4300
Telephone: (909) 931-4106

To Seller: San Bernardino County
Transportation Authority
Attn: Tony Grasso
Executive Director
1170 W. Third Street Second Floor
San Bernardino, CA 92410
Facsimile: (909) 885-4407
Telephone: (909) 884-8276

To Escrow Holder: LandAmerica Commercial Services
Attn: Debi Calmelat, Sr. Commercial Escrow Officer
1920 Main Street Suite 12th Floor
Irvine, CA 92614
Facsimile: (714) 459-7193
Telephone: (949) 930-9315

9.2 Indemnification. Seller agrees to indemnify, defend (with counsel approved by Buyer) and hold harmless Buyer its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability (including, without limitation, attorneys' and experts' reasonable fees and costs) resulting from Seller's negligent acts or omissions which arise from Seller's performance of its obligations under this Agreement.

Buyer agrees to indemnify, defend (with counsel approved by Seller) and hold harmless Seller and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability (including, without limitation, attorneys' and experts' reasonable fees and costs) arising out of Buyer's acts or omissions which arise from Buyer's performance of its obligations under this Agreement, including such that arise as a result of Buyer's investigations and studies in the Property.

In the event, Seller and/or Buyer is found to be comparatively at fault for any claim action, loss or damage which results from their respective obligations under this Agreement, the Seller and/or Buyer shall indemnify the other to the extent of its comparative fault. This indemnity herein contained shall survive the Close of Escrow, and the recordation of the Grant Deed.

9.3 Possession; Risk of Loss to Property. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, either Party may terminate this Agreement as provided in Article 7.

9.4 Brokers and Sales Commissions. Seller and Buyer agree that either may employ a broker or finder in connection with the transaction contemplated hereby. In the event Seller or Buyer, respectively, employs a broker or finder, each Party shall bear, at its sole cost and expense, all fees and commissions, including, without limitation broker, management, finder or legal fees of said broker or finder employed by said Party.

10. MISCELLANEOUS

10.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

10.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

10.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

10.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

10.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

10.7 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

10.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

10.9 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of San Bernardino.

10.10 Assignment. Neither Party shall have the right, to assign this Agreement, or any right or obligation herein, to any party without the prior consent of the other Party.

10.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

10.12 Ratification. This Agreement is subject to the approval and ratification by both Party's governing bodies or their delegated representative.

10.13 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10.14 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

10.15 Legal Fees and Other Expenses. Except as otherwise provided herein, each Party shall be responsible for payment of its own attorney's fees with respect to this Agreement and processing of the Escrow. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a Party hereto and payable under Section 9.2 Indemnification.

10.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

10.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

10.18 Nonliability of Officials and Employees. No officer, official or employee of either Party (or member unit of local government of either Party or any officer, official or employee of any of them) shall be personally liable to the other Party, or any successor in interest of such other Party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement, except for gross negligence or willful acts of such member, officer or employee.

10.19 Public Agencies. Buyer acknowledges that Seller is a "public entity" and/or a "public agency" as defined under applicable California law. Also, as a public body, Seller's action in approving this Agreement may be subject to proceedings to invalidate the Agreement. Buyer hereby assumes the risk of delays and damages that may result to Buyer from any such third-party legal actions related to Seller's approval of this Agreement, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a third-party files a legal action regarding Seller's approval of this Agreement, Seller may terminate this Agreement on 20 days written notice to Buyer of Seller's intent to terminate this Agreement, without any further obligation to perform the terms of this Agreement or any liability to Buyer resulting from such termination unless Buyer offers to defend Seller against such third-party legal action as provide below. Within 30 days of receipt of Seller's notice of intent to terminate this Agreement as provided in the preceding sentence, Buyer may offer to defend Seller in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards and the expenses of any and all financial or performance obligations that may result from the disposition of the legal action. Any such offer from Buyer must be in writing and in a form reasonably acceptable to Seller. Upon receipt thereof, Seller's right to terminate this Agreement under this subsection ceases.

Seller acknowledges that Buyer is a "public entity" and/or a "public agency" as defined under applicable California law. Also, as a public body, Buyer's action in approving this Agreement may be subject to proceedings to invalidate the Agreement. Seller hereby assumes the risk of delays and damages that may result to Seller from any such third-party legal actions related to Buyer's approval of this Agreement, even in the event that an error, omission or abuse of discretion by Buyer is determined to have occurred. If a third-party files a legal action regarding Buyer's approval of this Agreement, Buyer may terminate this Agreement on 20 days written notice to Seller of Buyer's intent to terminate this Agreement, without any further obligation to perform the terms of this Agreement or any liability to Seller resulting from such termination unless Seller offers to defend Buyer against such third-party legal action as provide below. Within 30 days of receipt of Buyer's notice of intent to terminate this Agreement as provided in the preceding sentence, Seller may offer to defend Buyer in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards and the expenses of any and all financial or performance obligations that may result from the disposition of the legal action. Any such offer from Seller must be in writing and in a form reasonably acceptable to Buyer. Upon receipt thereof, Buyer's right to terminate this Agreement under this subsection ceases.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Date: _____

BUYER:

CITY OF UPLAND,
a public body, corporate and politic

By: _____

John "JP" Pomierski, Mayor

APPROVED AS TO FORM:

William P Curley, City Attorney

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Date: _____

SELLER:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a county transportation authority existing under the
authority of §180000 et seq. of the California Public
Utilities Code

By: _____
Dennis Hansberger
Its: President

APPROVED AS TO FORM:

Jean-Rene Basle
SANBAG Counsel

EXHIBIT A TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Legal Description of Property

THAT PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 10, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT APPROVED BY THE SURVEROR GENERAL, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND DESCRIBED AS:

THE NORTHERLY 40 FEET (NORTH HUNTINGTON DRIVE) OF THAT CERTAIN 150 FOOT OF LAND AS DESCRIBED IN THE DEED OF RECORDS RECORDED APRIL 19, 1991 IN BOOK 449, PAGE 28 OF DEEDS RECORDS OF SAN BERNARDINO.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: February 7, 2007

Subject: Local Transportation Fund (LTF) Fiscal Year 2006/2007 Revised Apportionment and Fiscal Year 2007/2008 Apportionment Estimate

- Recommendation:* *
1. Approve an increase of \$9,306,675 to the Fiscal Year 2006/2007 LTF Apportionment of \$79,875,000 for a new total of \$89,181,675.
 2. Approve a Continuing Reservation of \$5,000,000 from the prior year Unrestricted Balance through Fiscal Years 2006/2007 and 2007/2008.
 3. Approve an LTF Estimated Apportionment of \$88,117,195 for Fiscal Year 2007/2008.

Background: Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SANBAG, acting as the County Transportation Commission (Commission), with an estimate of revenue available for apportionment and allocation during the ensuing year (Fiscal Year 2007/2008) and if requested, a revised or updated estimate of revenues for the current fiscal year (2006/2007) prior to February 1st. Section 6644 of the CCR requires that the Commission determine and advise all prospective claimants of the amounts of all area apportionments for the next fiscal year by March 1st.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Annually the Commission staff presents an estimate of the current year's and next year's LTF receipts to the Auditor in December and requests the Auditor to concur or provide a different estimate. The current year adopted LTF apportionment is \$79,875,000. Based upon a review of LTF revenue received through November, staff is projecting the actual receipts for the year will exceed the adopted apportionment by \$4,447,675. This amount would increase the current year LTF apportionment to \$84,322,675.

In addition, the Fiscal Year 2005/2006 unrestricted balance is estimated to be \$9,859,000. This amount includes a \$5,000,000 reserve previously approved by the Board. Staff is recommending that the reserve amount of \$5,000,000 be retained and that the remaining \$4,859,000 be added to the revised Fiscal Year 2006/2007 LTF apportionment for a new total of \$89,181,675 (see Attachment A). The reserve will be retained for any shortfall in LTF receipts during the current or subsequent fiscal year.

For the Fiscal Year 2007/2008, staff is recommending an increase of 4.5% over the revised estimate of LTF receipts during the current fiscal year for a total of \$88,117,195. Staff believes that this estimate of LTF receipts is reasonable. As noted above, staff is recommending the continuance of the reserve in the amount of \$5,000,000 during the new fiscal year. (**Attachment B**)

On December 27th, staff from the Commission and the Auditor's office met to discuss the estimated LTF receipts for the current and next fiscal years. Subsequent to that meeting, the Commission received a formal response from the Auditor's office concurring with the Commission staff's estimate of LTF receipts for both the current and subsequent fiscal years.

Prior to developing the LTF Apportionment for Fiscal Year 2007/2008 the Commission needs to obtain the population figures the State Controller uses for the January 2006 allocation of Motor Vehicle Tax and Motor Vehicle Off-Highway Apportionment as well as the amount to be apportioned to the Southern California Association of Governments (SCAG).

Pursuant to Section 99233.1 of the California Public Utilities Code (CPUC), the Commission and the County Auditor shall be allocated such sums as are necessary for the administrative responsibilities under the Transportation Development Act (TDA). The Auditor's staff is requesting an allocation of

\$17,000 (same amount as the current year). The estimated amount to be allocated to the Commission for its expenses associated with TDA administration and the TDA fiscal and compliance audits of all claimants (except Omnitrans) and the two funds (LTF and STAF) is \$350,000.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF receipts may be allocated to the Commission for its transportation planning and programming functions. Based upon the LTF estimate for Fiscal Year 2007/2008, the amount available to the Commission would be \$2,643,516.

Financial Impact: The Commission is the designate agency responsible for the administration of the LTF for San Bernardino County. Adoption of the revised LTF apportionment for the current fiscal year will result in an increase to the amount allocated to the Commission in the amount of \$279,200 for planning purposes. The amounts to be allocated to the Commission for TDA administration and its planning and programming functions during Fiscal Year 2007/2008 will be subject to the approval of next year's agency budget.

Reviewed By: This item was reviewed by the Administrative Committee on January 17, 2007 and unanimously recommended for approval. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

(Attachment A)

San Bernardino County Local Transportation Fund
Fiscal Year 2006-2007
Revised Apportionments

	ADOPTED APPORTIONMENT	REVISED APPORTIONMENT	DIFFERENCE
Prior Year Reserve/Estimated Unapportioned Carryover	\$ 5,000,000	\$ 9,859,000	\$ 4,859,000
Estimated Annual LTF Receipts	\$ 79,875,000	\$ 84,322,675	\$ 4,447,675
Fund Reservation	\$ (5,000,000)	\$ (5,000,000)	\$ -
Total Estimated Funds Available	\$ 79,875,000	\$ 89,181,675	\$ 9,306,675
Auditor's Administrative Cost	\$ 17,000	\$ 17,000	\$ -
SANBAG's Administrative Cost	\$ 300,000	\$ 300,000	\$ -
County Transportation Commission Planning	\$ 2,396,250	\$ 2,675,450	\$ 279,200
SCAG Planning	\$ 131,700	\$ 131,700	\$ -
Resulting Balance	\$ 77,030,050	\$ 86,057,525	\$ 9,027,475
Article 3 (SB821) Program	\$ 1,540,601	\$ 1,721,150	\$ 180,549
Balance Available for Apportionment	\$ 75,489,449	\$ 84,336,374	\$ 8,846,925
Apportionment Area	Population	Percentage	ADOPTED APPORTIONMENT
Valley	1,440,933	74.0382%	\$ 55,891,032
Adelanto	23,418	1.2033%	\$ 908,339
Apple Valley	63,853	3.2809%	\$ 2,476,736
Barstow	23,546	1.2098%	\$ 913,305
Big Bear Lake	6,148	0.3159%	\$ 238,469
Hesperia	76,114	3.9109%	\$ 2,952,316
Needles	5,553	0.2853%	\$ 215,390
Twentynine Palms	27,589	1.4176%	\$ 1,070,124
Victorville	86,473	4.4432%	\$ 3,354,122
Yucca Valley	19,726	1.0136%	\$ 765,134
County - Unincorporated	172,849	8.8813%	\$ 6,704,482
Total	1,946,202	100.0000%	\$ 75,489,449
			\$ 84,336,374
			\$ 8,846,925

Population Source: State Controller Motor Vehicle Fee 1/2006

SANBAG's Administrative Cost includes TDA Administration, Claimant Fiscal/Compliance Audits

SCAG Planning Cost apportioned to Commission counties based on originally adopted LTF Revenue Estimates

Estimated Annual LTF Receipts per SANBAG/County Auditor 12/2005

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Revised Apportionment

01/24/2007

(Attachment B)

San Bernardino County Local Transportation Fund
Fiscal Year 2007-2008
Apportionments

	POPULATION	PERCENTAGE	APPORTIONMENT
Prior Year Reserve/Estimated Unapportioned Carryover			\$ 5,000,000
Estimated Annual LTF Receipts			\$ 88,117,195
Fund Reservation			\$ (5,000,000)
Total Estimated Funds Available			\$ 88,117,195
Auditor's Administrative Cost			\$ 17,000
SANBAG's Administrative Cost			\$ 350,000
County Transportation Commission Planning			\$ 2,643,516
SCAG Planning			\$ 138,700
Resulting Balance			\$ 84,967,979
Article 3 (SB821) Program			\$ 1,699,360
Balance Available for Apportionment			\$ 83,268,620
Apportionment Area	Population	Percentage	Apportionment
Valley	1,464,142	73.5074%	\$ 61,208,609
Adelanto	24,880	1.2491%	\$ 1,040,111
Apple Valley	67,507	3.3892%	\$ 2,822,137
Barstow	23,599	1.1848%	\$ 986,559
Big Bear Lake	6,182	0.3104%	\$ 258,439
Hesperia	80,268	4.0299%	\$ 3,355,612
Needles	5,681	0.2852%	\$ 237,495
Twentynine Palms	27,589	1.3851%	\$ 1,153,361
Victorville	95,145	4.7768%	\$ 3,977,547
Yucca Valley	20,537	1.0311%	\$ 858,551
County - Unincorporated	176,299	8.8511%	\$ 7,370,198
Total	1,991,829	100.0000%	\$ 83,268,620

Population Source: State Controller Motor Vehicle Fee 1/2007

SANBAG's Administrative Cost includes TDA Administration, Claimant Fiscal/Compliance Audits

SCAG Planning Cost (if applicable) apportioned to Commission counties based on LTF Revenue Estimates

Estimated Annual LTF Receipts per SANBAG/County Auditor 12/2006

DISCUSSION ITEMS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: February 7, 2007

Subject: San Bernardino Associated Governments (SANBAG) Financial Audit

Recommendation:* Receive Annual Financial Audit for FY 2005/2006.

Background: The Joint Powers Agreement creating SANBAG, as well as the Single Audit Act of 1984 and U.S. Office of Management and budget (OMB) Circular A-133, require that an annual audit be conducted of the financial statements of SANBAG and its affiliated organizations. This audit for Fiscal Year 2005/2006 has been conducted by the firm of McGladrey & Pullen, LLP.

The audit was comprised of four basic elements:

1. Audit of SANBAG's Basic Financial Statements.
2. Audit of the State Transit Assistance Fund of the County of San Bernardino.
3. Audit of the Local Transportation Fund of the County of San Bernardino.
4. Compliance Reports (Single Audit) in accordance with OMB Circular A-133 for SANBAG.

The purpose of the audit is to provide the users with an independent basis for relying on management's assertions. McGladrey supports the assertion that the statements are fairly presented in conformity with generally accepted accounting principles. This result is commonly referred to as an "unqualified" or "clean" opinion.

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Two letters, a Management Letter and a Management Committee Letter, from McGladrey addressed to the Board are also included for your review. These letters will be included in the Board information packet associated with this agenda item for the February 7, 2007 Board meeting.

Financial Impact: This item has no direct impact on the budget. The findings presented are the result of an audit performed by McGladrey & Pullen, LLP. The approved budget/contract cost for Fiscal Year 2005/2006 was \$105,498. An RFP for audit services and schedule for Fiscal Year 2006/2007 and subsequent years will be presented to the Administrative Committee on February 14, 2007.

Reviewed By: This item was unanimously received by the Administrative Committee on January 17, 2007. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

McGladrey & Pullen
Certified Public Accountants

3880 Lemon Street, Suite 400
Riverside, CA 92501
O 951.248.1800 F 951.680.1729

To the Board of Directors
San Bernardino Associated Governments
San Bernardino, California

In connection with our audit of the financial statements of the San Bernardino Associated Governments (SANBAG) for the year ended June 30, 2006, we wish to update the current status of the following matter brought to your attention in prior years.

Condition: SANBAG'S current financial accounting system, the Regional Council Management System (RCMS), developed by TH Enterprises, Inc., does not sufficiently accommodate the reporting of SANBAG's financial information in fund accounting format. Accordingly, SANBAG accounting personnel must currently utilize spreadsheets and other non- system means for converting and presenting SANBAG's financial information on a fund basis to prepare SANBAG's basic financial statements in accordance with Governmental Accounting Principles. Aside from financial reporting requirements, governments rely on fund accounting as a means to establish and maintain control over their various funding sources and associated expenditure requirements.

This condition was previously communicated to SANBAG management after our audit of the basic financial statements for the years ended June 30, 2004 & 2005, respectively.

Recommendation: We understand that management is making progress assessing the existing RCMS systems abilities in terms of SANBAG's financial accounting and reporting needs and modifications are being made to meet certain reporting needs, despite recent personnel changes to the Finance Department. We also understand management is continuing to investigate other accounting and reporting systems to determine capability and cost. We believe this assessment must result in the ability of SANBAG to readily produce reliable fund based accounting information at both the general ledger and financial statement level in an integrated manner.

In addition, we recommend that management immediately establish a timeline with specified key milestones or benchmarks for progress in achieving the goal of readily producing reliable fund based accounting information at both the general ledger and financial statement level in an integrated manner as noted above. This timeline, including key milestones, should be communicated to and frequently updated with SANBAG's Administrative Committee.

We will be pleased to respond to any questions you may have about the foregoing. We appreciate the opportunity to continue to be of service to the San Bernardino Associated Governments.

McGladrey & Pullen, LLP

Riverside, California
January 10, 2007

McGladrey & Pullen, LLP is a member firm of RSM International,
an affiliation of separate and independent legal entities.

McGladrey & Pullen
Certified Public Accountants

January 10, 2007

3880 Lemon Street, Suite 400
Riverside, CA 92501
O 951.248.1800 F 951.680.1729

To the Board of Directors
San Bernardino Associated Governments
San Bernardino, California

This letter is intended to inform the Board of Directors of San Bernardino Associated Governments (SANBAG) about significant matters related to the conduct of the annual audit so it can appropriately discharge its oversight responsibility and that we comply with our professional responsibilities to the Board of Directors of SANBAG.

In addition to our report on your basic financial statements, we have provided, under separate cover, a letter dated January 10, 2007, concerning constructive suggestions to be considered as part of the ongoing process of modifying and improving SANBAG's practices and procedures of a matter we noted during our audit of SANBAG's financial statements for the year ended June 30, 2004 & 2005, respectively.

The following summarizes various matters which must be communicated to you under auditing standards generally accepted in the United States of America.

The Auditor's Responsibility Under Auditing Standards Generally Accepted in the United States of America

Our audit of the basic financial statements of SANBAG and the financial statements of the State Transit Assistance Fund (STAF) and Local Transportation Fund (LTF) of the County of San Bernardino, as administered by SANBAG, for the year ended June 30, 2006 was conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement, and the Transportation Development Act of 1971, as amended. Those standards, circulars, the supplement and regulations require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplished that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls over internal control over financial reporting and tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on SANBAG's internal control over financial reporting or on compliance and other matters.

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Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us that they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. Estimates significant to the financial statements include such items as the useful lives of capital assets, annual and mid-year apportionment determinations and allocations to the Measure I fund and LTF. The Board of Directors may wish to monitor throughout the year the process used to compute and record these accounting estimates.

Audit Adjustments

There were three audit adjustments made to the original trial balance presented to us to begin our audit. These adjustments related to reclassifying due to/from advances to/from between funds and adjusting the capital assets for the tenants in common relationship.

Uncorrected Misstatements

There were no uncorrected misstatements accumulated in the current year. A prior year reversing entry is summarized in the accompanying schedule.

Accounting Policies and Alternative Treatments

Management and the Board of Directors have the ultimate responsibility for the appropriateness of the accounting policies used by SANBAG. Following is a description of significant accounting policies which were initially implemented during the year.

Governmental Accounting Standards Board (GASB) Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*.

GASB Statement No. 46, *Net Assets Restricted for Enabling Legislation (An Amendment of GASB Statement No. 34)*.

GASB Statement No. 47, *Accounting for Termination Benefits*.

The GASB has issued certain new pronouncements, which follow, that will/may impact SANBAG's accounting policies in the future:

GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, will be effective for SANBAG beginning with its year ending June 30, 2008.

GASB Statement No. 48, *Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues*, will be effective for SANBAG beginning with its year ending June 30, 2008.

GASB Statement No. 49, *Accounting and Reporting for Pollution Remediation Obligations*, will be effective for SANBAG beginning with its fiscal year ending June 30, 2009.

SANBAG's management has not yet determined the effect these Statements will have on SANBAG's financial statements.

We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of SANBAG.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Major Issues Discussed with Management Prior to Retention

No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Difficulties Encountered in Performing the Audit

We did not encounter any difficulties in dealing with management relating to the performance of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to San Bernardino Associated Governments.

This report is intended solely for the information and use of the Board of Directors and management of San Bernardino Associated Governments and is not intended to be and should not be used by anyone other than these specified parties.

McGladrey & Pullen, LLP
Riverside, California

San Bernardino Associated Governments

Summarized Schedule of Uncorrected Misstatements
June 30, 2006

Description	Governmental Activities Effect - Increase (Decrease)				
	Assets	Liabilities	Equity	Revenue	Expenses
IMPACT FROM PREVIOUS YEARS					
• Reverse correction of prepaid assets	\$ -	\$ -	\$ (25,433)	\$ -	\$ (25,433)
	<u>\$ -</u>	<u>\$ -</u>	<u>(25,433)</u>	<u>\$ -</u>	<u>\$ (25,433)</u>
Current year effect of change in net assets			25,433		
Effect on ending net assets			<u>\$ -</u>		
DETAIL BY FUND					
• General fund	\$ -	\$ -	\$ (25,433)	\$ -	\$ (25,433)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 22

Date: February 7, 2007

Subject: Contract No. C07177 with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the City of Rialto

Recommendation: 1. Approve Contract No. C07177, a sole source contract, with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the amount of \$330,000 as detailed in the Financial Impact Section, and
2. Amend the SANBAG 2006/07 Budget increasing both revenues and expenditures in the amount of \$330,000 in Task Number 82007000. Funding source is Measure I Valley Major Projects. TN 82007000

Background: This is a new sole source contract. In March 2000, the Board approved a cooperative agreement with the City of Rialto for the Pepper Avenue Extension to SR 210. The purpose of this agreement was to establish the responsibilities for design, funding, and construction of the Pepper Avenue extension to the proposed interchange with State Route 210. In general, the agreement required the City to secure funding and construct the Pepper Avenue extension to SR 210 concurrent with or prior to the construction of mainline Segment 10 and for SANBAG to design and construct a standard diamond interchange to accommodate the Pepper Extension as part of the SR 210 mainline project.

SANBAG proceeded with the engineering design work to include a diamond interchange as part of the SR 210 Segment 10 mainline project. The Plans, Specifications, and Estimates (PS&E) submitted to Caltrans and Federal Highways Administration incorporated the Pepper Interchange as part of the project. As FHWA was reviewing the PS&E and conducting a final

Approved
Board of Directors

Date: February 7, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

environmental review that would lead to final design and environmental approvals for the SR 210 Mainline project, FHWA environmental staff questioned the status of the Pepper Avenue Extension vis-à-vis the Pepper Interchange. FHWA's concerns revolved around constructing "ramps to nowhere" in the event that the Pepper Avenue Extension did not occur on a parallel timeline with the construction of the Mainline project. After consulting with the City on their timeline it was determined that the Pepper Ramps should be deleted from the SR 210 mainline project and be built at a later date when the City extends Pepper Avenue.

The City has since made substantial progress on activities associated with the Pepper Avenue extension and it is now necessary for SANBAG to finalize the design for the full diamond interchange at Pepper Avenue. The original designer for SR 210 Segment 10, which includes the Pepper Avenue Interchange, was HNTB Corporation. However, it has been nearly three years since HNTB has worked on the design and the principal engineers involved in the design are no longer with the company. HNTB has provided to SANBAG electronic files of the Pepper Interchange that are approximately 95% complete.

In order to complete the design and prepare a final PS&E package for the Pepper Interchange it is necessary to select a new engineering firm. SANBAG would normally proceed with an RFQ for these services but due the relatively limited amount of work remaining and an accelerated timeline, staff concluded that it may be in the best interest of the project to pursue the individuals most familiar with the project in the first place. The Ontario office of David Evans and Associates (DEA) has recently launched a transportation engineering practice and in doing so hired Richard Hart and Steve Henderson both of whom were formerly with HNTB and were significantly involved in the design of segment 10.

SANBAG policy does allow for sole source contracts with a finding of appropriateness and that it is in the best interest of the agency. Specifically, the policy states sole source contracts may be recommended for approval based on unique qualifications, the existence of time constraints, and/or in certain instances of demonstrated experience. In this case with the city's progress on the Pepper Avenue extension, the unique project specific experience of the DEA staff that would be assigned to the project, and that limited work remains to finalize the design and PS&E package, staff believes it is appropriate to recommend a sole source contract with DEA.

Financial Impact: This action is not consistent with the 2006/07 Budget. A budget amendment is required increasing both revenues and expenditures in the amount \$330,000 to Task Number 8200700. Funding source is Measure I Valley Major Projects.
TN 82007000

Board Agenda Item
February 7, 2007
Page 3

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007. (Meeting chaired by John Pomierski.)

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07177
by and between
San Bernardino County Transportation Authority
and
David Evans and Associates, Inc.
for
Engineering Services for Pepper Avenue Interchange At SR-210 Project
Plans, Specifications & Estimates (PS&E)

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>300,000</u> Contingency Amount: \$ <u>30,000</u>		Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>0</u> Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>330,000</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
82007	5553	MPVMI	_____	\$ <u>100,000</u>
82008	5553	MPVMI	_____	\$ <u>230,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: _____		Contract Start: _____		Contract End: _____
New Amend. Approval (Board) Date: _____		Amend. Start: _____		Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>100,000</u>	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ <u>230,000</u>	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: Tamara Hamideh	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Project Understanding and Work Plan

PROJECT UNDERSTANDING

The Plans, Specifications, and Estimate, PS&E, will address the need to improve circulation within the area by adding the Pepper Avenue interchange at Route 210. The project includes the addition of Pepper Avenue with two through lanes each direction and turning lanes at the three signalized intersections (the two ramp intersections and at the intersection of Highland Avenue. These improvements are being done to address the construction of a planned interchange that did not meet the requirements of independent utility due to a gap in access between the interchange at the SR-210 freeway and the existing Pepper Avenue which terminates approximately 1 mile south of the proposed interchange. This gap in Pepper Avenue is currently being addressed by the City of Rialto through a separate construction project. With a Continuous Pepper Avenue in place, the interchange will meet the requirements of independent utility and can be constructed.

SR-210 is under construction. The under-crossing bridge at future Pepper Avenue has been constructed and a graded portion of the ramps is being used as access during construction of the freeway mainline. In addition, there is an existing drainage outlet structure just south of the eastbound off-ramp gore area, and the storm water flow will need to be addressed during the PS&E for the extension of Pepper Avenue to the south. There are existing utilities within the area, such as power lines, high pressure gas, high pressure concrete water, telephone, and others where impacts need to be minimized when developing the PS&E design.

The project construction staging will have to be orchestrated to minimize the impacts to an existing resident to the southeast of the interchange, and maintain existing traffic patterns along Highland Avenue.

Assumptions

It is our understanding that the development of this project is to be treated as a stand alone project. As such DEA staff is aware that some information crucial to the development of interchange projects may already be compiled for this project as part of the SR-210 mainline construction. Thus, our proposal has purposely left out items such as surveying, utility coordination, and right of way mapping



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PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

under the assumption that much of this information and work has already occurred with the larger project. Thus, our intent is only to verify conditions as they exist today against the construction plans for the purpose of establishing the baseline existing condition. We believe that this will prevent SANBAG from incurring expense on a duplication of previous efforts. We hope to be able to coordinate with SANBAG construction staff and to utilize construction survey and utility information in our design efforts. This assumption is a vital component of our proposal and work plan.

We also understand that a separate environmental evaluation will occur for this project. This proposal does not address support of that effort. Thus, DEA does not envision the preparation of any exhibits for an environmental document. Elements such as APE maps, visual simulations, or water quality strategies to support the approval of environmental document are not within the scope of this work plan.

Work Plan

The Pepper Avenue project will consist of preparation of field surveys and mapping, Geometric Approval Drawings, and design for the project approval of the Plans, Specifications, and Estimate (PS&E) for the proposed roadway under Route 210, relocation of utilities and realignment of local access due to the proposed Pepper Avenue. Our proposed project approach is based on information provided by SANBAG, conversations with the City of Rialto and Caltrans Staff, and the procedures and requirements set forth in the Caltrans Project Development Procedures Manual (PDPM) and Highway Design Manual as well as our experience on similar projects, especially our experience on SANBAG led projects. The purpose, methodology and significant products of each task are discussed below. If necessary, the scope of services can be modified and tailored according to input provided by SANBAG during the contract process.

The following tasks outline the process for completing the design of this project.

Task 1.0 – Project Management/Coordination/Administration – Preliminary Engineering through PS&E Phase

Purpose: Provide overall project and financial management of the project, including client coordination, coordination with other agencies (i.e. Caltrans, FHWA, City of Rialto, San Bernardino County), monitor and review of the design for conformance with applicable standards, facilitating project delivery,

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

tracking progress of the work to be performed, preparing monthly invoices and attending meetings, maintaining and monitoring a rigorous QA/QC program.

Methodology: DEA, through its Project Manager, will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG, City of Rialto, San Bernardino County, USACE, and Caltrans. We will provide support for coordination with other members of the project team and regulatory agencies impacted by the project. A detailed project schedule will be provided to SANBAG within ten days of notice to proceed. In addition a project action matrix will be developed to document all project decisions, and track the progress of the issues on the project.

A project kick-off meeting will be held as soon as possible after notice to proceed is issued to review project objectives and requirements, receive initial information from agencies, establish communication protocols and address other issues as necessary to ensure a successful project initiation. Thereafter, meetings, with SANBAG, the Cities and/or Caltrans will be conducted as necessary to discuss progress, schedule and resolve general project issues, obtain direction, exchange information, and to maintain the progress of the project. Team meetings will be held with SANBAG and Caltrans personnel to ensure satisfactory progress of the work. This proposal assumes a total of 5 meetings at SANBAG with the City of Rialto and Caltrans. The consultant will prepare the meeting minutes as required. Internal DEA design team meetings shall be held as necessary to coordinate design activities, review task assignments and progress, and identify issues to be resolved. In addition, the consultant will develop a monthly Project Status Report that summarizes significant events, milestones, and progress to date, anticipated problem areas, schedule, and upcoming significant events.

Within 30 days after NTP, DEA will submit a project specific Quality Control Plan to SANBAG. The quality control will define roles and responsibilities of all technical lead persons on the team, submittal schedule and processes, plans for QC on all submittals and QA audit procedure with a designated QA manager to serve through the life of the program.

Deliverables:

Project Schedule, Monthly Progress Reports, Monthly Invoices, Meeting Minutes, Quality Control Plan



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PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

TASK 2.0 PRELIMINARY ENGINEERING AND VERIFICATION

TASK 2.1- DATA COLLECTION

Purpose: To obtain updated information of the project site that contributes to the successful completion of the Task 3.0 scope of services. Specifically, obtain information related to the environmental evaluation and any related mitigation measures that will be required for project implementation.

Methodology: DEA will develop a data request checklist to summarize the information needed for this phase of the work. At a minimum, DEA envisions the need to request from SANBAG one copy of the mainline contract documents for Segment 10 mainline construction. The certified right of way and easements limits for the interchange, including the adjacent detention basins at Highland Avenue, will be needed. In addition, DEA will coordinate with SANBAG construction personnel to obtain any design field changes associated within the project limits as a result of Contractor CCO's, utility relocation requirements, and resource agency permitting activities associated with the mainline construction. DEA personnel will make a one visit to the SANBAG construction office in Rialto to accomplish this coordination task. DEA will also request from SANBAG the final Segment 10 construction plans in Bentley Microstation DGN format. All of this information will be compiled to create the baseline existing condition from which the design phase effort will commence in Task 3.0.

Deliverables:

Data Request Checklist, Coordination Meeting w/SANBAG construction personnel

TASK 2.2 - COST ESTIMATES

Purpose: To provide a preliminary construction cost estimate of the proposed interchange improvements.

Methodology: DEA will prepare a preliminary construction cost estimate for the interchange improvements. Preliminary bid items for earthwork, pavement, drainage, traffic and specialty items will be itemized and quantified. It is assumed that the Caltrans District 8 estimating documentation will not be required at this phase of the project. Thus, a certification memo and unit bid price calculations will not be provided.

Deliverables:



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PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

Preliminary Construction Cost Estimate.

TASK 2.3 - RIGHT OF WAY VERIFICATION

Purpose: To provide a check to ensure that the proposed geometric features of the interchange improvements fall within the certified SR-210 right of way limits established for the SR-210 mainline construction. The original embankment slopes were given a design exception from the current 1:4 slope rate standard. Thus, there is a potential for a right of way conflict.

Methodology: DEA will evaluate the limits of the proposed right of way to ensure that the certified right of way limits are compatible with the proposed interchange geometrics and current Caltrans design standards. DEA will review the previously approved ramp profiles and determine the projected toe of slope for critical points along the interchange right of way. DEA will alert SANBAG of any potential right of way conflicts. DEA will not be responsible for the development of right of way requirement maps. The identification of easements and right of way is beyond the scope of this proposal.

Deliverables:

Communication on the validity of the certified right of way.

TASK 2.4- UTILITY VERIFICATION

Purpose: Verify the extent of existing utilities and utility relocations associated with the SR-210 utility certification and determine if potential conflicts with the proposed interchange improvements exists. Also, DEA will need to develop an understanding of the utility requirements of the City of Rialto Pepper Avenue project and their effect on the proposed interchange improvements.

Methodology: DEA will coordinate with the SANBAG construction staff to determine the relocation strategies and progress of utility owner's efforts in moving their facilities as part of the SR-210 mainline construction. This information will be compared against the utility record data for the purpose of verifying which utilities have been moved or abandoned, and which will remain within the limits of construction for the interchange improvements. DEA will also review the City of Rialto improvement plans for Pepper Avenue to ensure that the utility facilities associated with that project are identified. DEA will provide SANBAG with a written assessment of the disposition of the utility facilities within the limits of the interchange so that any facilities that may be in



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PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

conflict can be coordinated with the owners for relocation activities. DEA will support this assessment with a utility conflict exhibit.

Deliverables:

Utility status update memorandum, Utility conflict exhibit

TASK 2.5 – CALTRANS GEOMETRIC REVIEW MEETING

Purpose: To obtain concurrence from Caltrans District 8 on the geometric design features of the interchange improvements.

Methodology: DEA will attend one meeting with SANBAG and Caltrans staff to review the interchange geometrics for concurrence with relevant highway design manual standards. DEA will provide technical support on behalf of SANBAG for issues pertaining to the interpretation of standards and their application. DEA will not be responsible for the preparation of the geometric design checklist or geometric design drawings for this meeting. It is our understanding that the interchange Geometric Approval Drawings (GAD's) were previously approved and this meeting will be to confirm that the previously approved GAD's are compatible with the constructed portion of the SR-210 mainline. It is not anticipated that the metric geometry will be converted to 2006 US customary units.

Deliverables:

Meeting Attendance, Meeting minutes and action items

TASK 2.6– METRIC VERIFICATION WITH CALTRANS

Purpose: To initiate a request and secure an exception for the interchange project to not use US customary units.

Methodology: DEA will provide SANBAG with technical assistance in the request to keep the interchange design documents in the metric format for the purpose of ensuring compatibility with the SR-210 mainline construction, survey data and construction staking. DEA will provide the initial coordination with Caltrans to identify the technical documentation needed to prepare the request. DEA will then provide SANBAG with the technical documentation in support of the formal request by SANBAG.

Deliverables:

Caltrans coordination, technical support documentation

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

TASK 2.7 - VERIFICATION OF GEOTECHNICAL DESIGN REPORTS/MATERIAL REPORTS

Purpose: To evaluate the adequacy of the SR-210, Segment 10 mainline geotechnical investigations and Material Reports for use in the design of the interchange improvements.

Methodology: It is assumed that the mainline project geotechnical information is suitable for use in the design of the Pepper Avenue interchange project since these reports were reviewed and approved by Caltrans for construction. DEA will review the previously approved reports and compare them with information from SANBAG construction field staff with respect to actual conditions encountered in the construction of the SR-210 mainline and any criteria changes based upon those field conditions. Assuming that significant changes in the approved geotechnical criteria have not occurred, design of the interchange improvements will be based upon the geotechnical criteria and recommendations contained in the approved reports. The performance of a field investigation and subsequent laboratory testing is not within the scope of services of this proposal.

Deliverables:

None

SUBTASK 2.8 - VERIFICATION OF ADEQUACY OF HYDROLOGY AND DRAINAGE REPORT

Purpose: To evaluate and verify hydrology and drainage designs for the proposed interchange improvements.

Methodology: We will obtain available hydrologic and hydraulic information from the SANBAG, the County Flood Control District and Caltrans used as the basis for the project design. An assessment will be performed to ensure that the detention basin facilities adjacent to the interchange and Highland Avenue have been designed to address the increase in run-off associated with the construction of the interchange at Pepper Avenue. DEA will also coordinate with the City of Rialto to ensure that systems within their project are capable of accepting storm water run off from the interchange as well.

Deliverables:

None

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

SUBTASK 2.9 - REVISED STORM WATER DATA REPORT

Purpose: Compliance with Regional Water Quality Control Board (RWQCB) standards for the investigation and implementation of design pollution and treatment Best Management Practices (BMP) for construction projects. Early identification and approval of BMP strategies, through the preparation of a Storm Water Data Report (SWDR), is a Caltrans requirement for all projects at each stage of the project development process.

Methodology: DEA will prepare a PS&E level SWDR in compliance with RWQCB and Caltrans requirements. DEA will evaluate through conversations with SANBAG construction staff the design, treatment and temporary construction BMP strategies already in place with the SR-210 mainline. The DEA report will seek to compliment the approved strategies by incorporating similar treatment types where needed, and/or utilize existing treatment strategies in place from the mainline construction. Five copies of the DEA prepared report will be submitted to SANBAG and Caltrans for review. Upon receipt of comments from each agency, DEA will finalize the SWDR for Caltrans signature. It is assumed that a PA/ED phase SWDR has been prepared or waived by Caltrans for this project. Thus, preparation of a SWDR for the PA/ED phase is not within the scope of this proposal.

Deliverables:

Draft SWDR, Final SWDR

TASK 3.0 - PREPARE DRAFT PLANS, SPECIFICATION, AND ESTIMATES

TASK 3.1 - 95% PLANS, SPECIFICATIONS, AND ESTIMATE

Purpose: To prepare the 95% plans, specifications, and estimate for the project.

Methodology: DEA will prepare 95% plans, specifications, and an estimate per Caltrans requirements for review by the SANBAG and Caltrans. The plans will include all the design and reports as outlined in the SANBAG's RFP, including the layouts, typical sections, grading, drainage, details, signing, striping, walls, and other components to be constructed for the project.

Design Reviews and Approval: It is assumed that the design elements will be submitted as one stand alone contract package and that the submittal will be subject to review by SANBAG, Caltrans and the City of Rialto. Comments from each stakeholder will be reviewed, discussed, and incorporated into the next Final PS&E submittal. Signature blocks for SANBAG, Caltrans and other stakeholders, will be added to the plans as appropriate.



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PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

Applicable Standards: Design plans will be prepared in accordance with applicable Caltrans or City standards, including the Caltrans CADD Users Manual and the Drafting and Plans manual of instructions. Symbols and legends will be compiled based on discussions with the City and Caltrans and presented for approval before commencing with detailed design.

Special Provisions: Caltrans standards and special provisions will be used for this project. It is anticipated that there will be substantial new language needed to address the technical nature of this project. To this end, we will compile and review special provisions used on SR-210 mainline project as a guide to achieve consistency. Where technological revisions are needed, we will prepare the appropriate language.

Estimates: Construction cost estimates will be submitted with the plan submittal. For the final submittal, a detailed breakdown by project component will be included.

Roadway Plans: DEA will produce full set of roadway improvement plans for the Pepper Avenue project, including layouts, profiles and sections of the proposed roadway. The roadway plans will also include improvements on Route 210 ramps as results of constructing the new interchange. A preliminary list of roadway plans is shown in the table below:

Plan	Plan Scale (Metric)
Title Sheet	N/A
Typical Cross Sections	N/A
Standard Plan List	N/A
Layout Plans/Key Map	1:500
Profile and Superelevation Plans	1:500H, 1:200V
Construction Details	1:200, Varies
Contour Grading & Drainage Layouts	1:500
Drainage Profiles, Details, &	1"=500H, 1"=200V,

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

Quantities	Varies
Utility Plans	1:500
Construction Stage and Traffic Handling	1:500
Construction Area Signs	N/A
Pavement Delineation Plans & Quantities	1:500
Summary of Quantities	N/A
Sign Plans, Details & Quantities	1:500, Varies
Electrical – 3 Traffic Signals	1:200
Communication Plans	1:500
Lighting Plans	1:500

All plans, calculations, quantities and estimates will be developed in compliance with Caltrans standards and PS&E guideline that are applicable for the relevant elements of work. DEA will attend the Safety Committee review meeting during this phase. DEA will also compile SANBAG and Caltrans review comments of the 95% submittal.

Deliverables:

95% Plans, Specifications, and Estimate

SUBTASK 3.2 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

Purpose: To prepare the 100% (Final) plans, specifications, and estimate for the project.

Methodology: DEA prepare 100% Plans, Specifications, and Estimate per Caltrans requirements for review and approval by SANBAG and Caltrans. All comments will be addressed from the 95% and incorporated into the 100% design. This task does not include preparation of the Attachment “A” for the office engineer, an electronic submittal of the PS&E package, CADD submittal



DAVID EVANS
AND ASSOCIATES INC.

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

certification, or letter to the Resident Engineer. It is assumed that these post design services, including the Project Engineer's Utility Certification, bid support services and construction support services will be addressed in a post design construction contract if one is needed and is not within the scope of this proposal.

Deliverables:

100% Plans, Specifications, and Estimate



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Cost Proposal for the Pepper Avenue Plans, Specifications, and Estimate

Classifications	Principal	Project Manager / QC	Prof. Engineer	Prof. Land Surveyor	Civil Designer	Survey Analyst	CAD Designer	2-Man Survey Crew	Clerical
Average Direct Hourly Rate by classification	\$80	\$70	\$65	\$50	\$35	\$30	\$27	\$35	\$25
Task Descriptions	Number of Drawings	Hours per sheet	Estimated Hours per Task						
Project Management - P/ED Phase	1	116	3	48	24				36
Preliminary Engineering and Verification									
Data Collection	1	10	4	4			2		
Cost Estimates	1	4	2	2					
Right of Way Verification	1	6	2	4					
Utility Verification	1	10	2	4			4		
Caltrans Geometric Review Meeting	1	14	2	2		4	4		2
Metric Verification with Caltrans	1	14	2	2		4	4		2
Verification of Adequacy of Geotechnical Report	1	14	2	2		4	4		2
Verification of Adequacy of the Drainage and Hydrology Report	1	14	2	2		4	4		2
Preparation of Revised Storm Water Data Report	1	96	2	8		48	36		2
Prepare Draft PS&E	31								
Title Sheet	1	9	1	2	2		4		
Typical Cross Sections	2	16	1	2	3		20		
Standard Plan List	2	3	1	2	4		3		
Keymap and Line Index	1	3	1	1		2	4		
Layouts	6	22	1	16	48		64		
Profiles and Superelevation Diagram	5	18	1	3	20	36	24		
Construction Details	3	39	1	12	24	32	48		
Contour Grading & Drainage Layouts	5	23	1	10	24	48	32		
Drainage Plans, Profiles, Details, and Quantities	10	21	1	20	48	36	48		
Edge Drain Plans and Quantities	0	#DIV/0!	0	0			0		
Utility Plans	6	18	1	3	36		48		12
Stage Construction and Traffic Handling Plans	3	20	1	12	24	48	36		
Pavement Delineation Plans & Quantities	3	25	1	12	24	36	72		
Summary of Quantities	4	20	1	3	20	36	16		
Sign Plans, Details, and Quantities	10	19	1	12	24	64	36		
Electrical Plans (3 Intersections)	4	55	1	20	43	36	34		
Communication Plans	6	18	1	12	16	36	40		
Specifications	1	32	2	24	36				
Estimate	1	29	1	12	16				
Prepare Final PS&E Package	31	4	2	32	64	36	120		24
SubTotal Hours by Classification	2456		49	303	510	0	718	0	32
SubTotal Direct Labor by Classification			\$3,920	\$21,210	\$33,150	\$0	\$25,130	\$0	\$2,050
SubTotal Overhead Costs by Classification			\$5,380	\$31,315	\$49,725	\$0	\$37,695	\$0	\$3,075
Subtotal Fee by Classification			\$980	\$5,303	\$8,288	\$0	\$6,283	\$0	\$513
TOTAL FEE BY CLASSIFICATION			\$10,780	\$58,328	\$91,163	\$0	\$69,108	\$0	\$5,338

Profit = 10%

DEA Overhead Rate = 150.00%

Total Labor = \$293,972

Other Direct Costs at 2% of total Labor = \$5,879

TOTAL DEA FEE = \$299,851

This cost proposal is submitted in response to SANBAG's request for the subject project. The supporting Scope of Work for this proposal will be provided upon request to negotiate for a contract to provide these services. This proposal is an estimate of the services and is subject to refinement upon the results of the negotiation.

Richard A. Hart

Richard A. Hart, PE
Vice President



DAVID EVANS
AND ASSOCIATES INC.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 23

Date: February 7, 2007

Subject: FY08 Federal Appropriations Process and Project Nominations

*Recommendation:** Approve of a strategy and project list for FY08 Federal Appropriations Process. Recommended strategy is to seek funding for projects in relation to corridors, special programs and transit.

Background: San Bernardino Associated Governments (SANBAG) is guided by its board approved legislative platform to seek legislative remedies for transportation policy and funding of transportation infrastructure projects. During the month of January, SANBAG policy committee members discussed SANBAG's past federal appropriations strategy and brainstormed ideas to improve upon our past successes.

SANBAG's Past Strategy

In the past, SANBAG developed a federal appropriations request list comprised of 10-15 projects representing our highest regional needs for transportation infrastructure. These projects were selected based on hours of delay, needed congestion relief and needed mass transit systems. Additionally, SANBAG identified specific programs with discretionary funds.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

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Typically, we selected projects within each Congressional District within San Bernardino. In cases where projects went through more than one Congressional District, we asked members to submit joint requests.

As we move forward, we can continue with this same approach, but we will need to be cognizant of the changing atmosphere – and the change of leadership – in D.C. First, we have received reports since last year that members might only be able to submit three “member request projects” to the committee. This notion was reaffirmed in the President’s State of the Union address that called upon members to reduce the number of earmarks requested. Second, earmarking reforms will show the members name, plus the sponsoring agency’s name. Third, due to the number of earmarks authorized by the recent transportation reauthorization bill – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provided some earmarks – the appropriations process for additional earmarks is much more competitive now and such earmarks changed the availability of some funds that use to be discretionary. Forth, as a result of competing budgetary needs, authorizations provided by SAFETEA-LU continue to be reduced. Fifth, the Highway Trust fund may go into deficit early in FY2009. According to *Transportation Weekly*, The Congressional Budget Office predicts that if SAFETEA-LU is fully funded in 2007 and 2008, the highway program would have to be cut by at least 33% in FY2009 to avoid default.

The following items are intended to promote discussion on SANBAG’s future strategy for new legislative initiatives:

Policy Considerations and Alternatives

- 1) *Seek Funding for All Projects.* As in the past, SANBAG may adopt a strategy to continue its current strategy for acquiring federal funds for all major transportation projects within San Bernardino County. The benefit to this approach is that every Board member can report to their respective jurisdictions that federal funds are being sought on such projects. The pitfalls of this strategy includes the amount of time it takes build up enough funding to complete a given project, the process to receive funding is fragmented, and allowable timeframes to utilize such funding may not coincide with the project delivery schedule.

- Earmark reforms and the President's direction to reduce the number of earmarks considered in federal appropriations bills will require representatives to better prioritize funding requests. In the coming year, it will be especially important for SANBAG to clearly communicate funding needs that benefit the regional as a whole. If SANBAG will continue to seek funding for 10-15 projects, we will provide members with flexibility to fund projects according to their own individual priorities, however, those priorities may not resolve some of our most pressing transportation infrastructure needs.
- 2) *Seek Funding for Single Large Corridor Project.* With a focus on a single, large-scale project of regional importance, SANBAG's federal funding request strategy might concentrate on a major project along a mainline corridor. The single, large-scale corridor project may change from year to year and aim to complete corridors to alleviate congestion and/or promote goods movement. While this strategy will only seek funds for a single, large-scale corridor project for a given fiscal year, federal funds received might significantly reduce the need to utilize measure funds on a given project and thus measure funds can be used to complete other critical projects within San Bernardino County. Foreseeable benefits to implementing this strategy includes securing a larger share of federal funds a major projects and providing an opportunity to leverage state, federal and local funds to the highest degree possible. On the flip side, this approach would require SANBAG to be more competitive.
- This strategy will advocate for one large-scale project, such as improving interchanges, within a specific corridor that will eventually allow for added lane miles – and capacity – to an entire transportation facility once completed. To successfully implement this strategy, SANBAG will need to assess the amount of effort, commitment and resources this new strategy will require. Additionally, SANBAG will need to reach outside of the agency in a more aggressive manner to gain the support of the business community and other community stakeholders. Currently, SANBAG has one staff person focused on both the state and federal legislative strategy. Having adequate resources to assist board members effectively communicate this strategy and gain the support

of Congress and the business community will be a key element to implementing this approach.

- 3) *Seek Funding for Two Corridor Projects and Key Rural and Transit Projects.* This approach will allow SANBAG to pursue both long-term and short-term funding needs within the region.
 - This strategy will promote a short-term and long-term effort to seek federal funding. The short-term strategy will focus on the appropriations process to obtain funding for projects along two corridors within the region (one in the Valley area and one in the Mountain/Desert area). The long-term strategy will further promote short-term needs and utilize the upcoming transportation reauthorization bill to seek funding on large mainline projects along the same and/or additional corridors. In an effort to foster a high degree of regional support, only one highway project per corridor. To fully take advantage of other funding categories, projects that can qualify for Public Lands funds and transit funds will also be advocated. Additionally, this strategy will require ongoing and increased communications between the county and cities encompassed within the SANBAG region. Talking points and support materials will be developed as resource information to keep elected officials abreast of our regional needs.
- 4) *Seek Funding for Existing Focus Projects in Relation to Corridors, Special Programs and Transit Projects.* This approach will allow SANBAG to pursue funding for projects within each Congressional District, as done in the past, but within a framework that will package highway projects according to specific corridors and available discretionary funding categories provided by SAFETEA-LU.
 - The development of this strategy is the outcome of board feedback and information received from Van Scoyoc Associates, SANBAG's federal advocates and from various Congressional Offices. For this short-term strategy to be successful, no new projects will be nominated to seek federal funds through the appropriations process. However, ongoing discussions should occur concerning a long-term strategy to seek policy relief and funding for projects in the next transportation reauthorization bill.

- To fully take advantage of other funding categories, projects that can qualify for Public Lands funds and transit funds will also be advocated.

Staff Recommendation:

Being cognizant of the change of leadership in Washington, D.C. and the impact of SAFETEA-LU on available discretionary funds for transportation, and based on feedback received from SANBAG board members, Congressional Representatives and Van Scoyoc Associates, staff recommends option (4) as SANBAG's FY08 federal appropriations strategy. Option (4) takes into account the changing political climate, SAFETEA-LU discretionary funding programs and is sensitive to remark reforms. Moreover, option (4) provides SANBAG the ability to advocate short-term goals and long-term goals at the same time. This strategy will focus on three specific corridors that SANBAG has sought federal funds for in the past. Additionally, this strategy will take advantage of discretionary funds for rural and transit projects.

SANBAG staff drafted a possible project list for the FY08 federal appropriations process. This list is different from the FY07 list provided in the agendas for SANBAG's Administration, Plans and Programs, Major Projects, and Mountain/Desert policy committees. This updated list removed grade separations because there are no discretionary funds for such projects; SAFETEA-LU earmarked all funding for grade separations. Another change was the removal of the SCRRA/Metrolink Sealed Corridor project; funding for this program was speculative last year and it is not as competitive as other transit projects. Lastly, per request, the San Bernardino Intermodal Transit Center was removed from the list and in its place the San Bernardino Rapid Bus Project (sbX) was added. The focus highway corridors contained within the proposed 2008 project list include interchange projects along I-10, I-15, and the High Desert Corridor.

Financial Impact: The recommended action is consistent with the SANBAG 2006-2007 FY Budget.

Reviewed By: This item was reviewed and moved to be discussed at full Board by the Administrative Committee (*Chaired by Lawrence Dale*), Plans and Programs Committee (*Chaired by Mark Nuaimi*), Major Projects Committee (*Chaired by John Pomierski*) and the Mountain/Desert Committee (*Chaired by Lawrence Dale*).

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

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SANBAG PROJECTS NOMINATION LIST
FY2008 Federal APPROPRIATIONS – SUMMARY

Congressional District	Project	Amount Requested
Baca	I-10 Corridor: Cherry Avenue/I-10 Freeway Interchange	\$3 million
Baca	San Bernardino Rapid Bus Project (sbX)	\$4 million
Dreier	I-15 Corridor: Base Line/I-15 Interchange	\$1.5 million
Dreier	San Bernardino Line Double Track	\$2 million
Dreier	Omnitrans Mid-Valley Transit Facility – Paratransit Phase	\$9 million
Lewis	Needles Highway	\$10 million
Lewis	MBTA Intercity Transfer Center	\$1.5 million
Lewis/McKeon	I-15 Corridor: La Mesa Nisqualli/I-15 Interchange	\$5 million
Lewis/McKeon	I-15 Corridor: Eucalyptus/I-15 Interchange	\$2 million
McKeon	HDC: Development and Interchange, Phase I	\$5 million
McKeon	Victor Valley Transit Facility	\$30 million

Total Funding Request: \$73 million

Interstate Maintenance: 5 (\$16.5 million)

Public Lands: 1 ((\$10 million)

Transit Projects: 5 (\$56.5 million)

Focus Highway Corridors:

West Valley I-10 (\$3 million)

West Valley/High Desert I-15 (\$8.5 million)

High Desert HDC (\$5 million)

SANBAG PROJECTS NOMINATION LIST
FY2008 Federal APPROPRIATIONS – PROJECT DESCRIPTIONS

Public Lands Highway Discretionary Program

Needles Highway

\$10 million – (Lewis)

Needles Highway is primarily a two-lane rural highway that runs north and south between the City of Needles and Laughlin, Nevada. Improvements to the highway are necessary for improved motorist safety, to reduce road flooding and wash-outs. Previously the State of Nevada had allocated \$14 million to the project, \$7 million of which is to be spent on the California segments. Because of increased project costs, NDOT rescinded the \$7 million that was programmed for the California side to fund construction on the Nevada side of the highway. Discussions with Nevada are taking place to reprogram the Nevada contributions to the project. SANBAG has allocated \$2,478,840 of Surface Transportation Program formula funds to the project, and the project has received \$5,834,701 in allocation of Public Lands and Highways funds. The project is included in the SANBAG Comprehensive Transportation Plan. The project cost is estimated at \$60 million.

Est. Total Project Cost:	\$60 million
Federal Funding:	
Surface Transportation Program	\$2,478,840
Public Lands	\$5,834,701

Interstate Maintenance Program

I-10 Corridor: Cherry Avenue/Interstate 10 Freeway Interchange

\$3 million (Baca)

This request is for federal funds in the amount of \$3 million to partially fund construction costs to replace the Cherry Avenue/Interstate 10 interchange. This interchange currently has the single greatest amount of vehicular delay of any interchange within the 43rd Congressional District and is the primary interchange from the I-10 serving heavy industrial areas of Fontana, Ontario, San Bernardino County, several high volume truck stops and the California Speedway. SANBAG's "Nexus Study," the fair share contributions from new development has identified \$12,353,000 in development mitigation funds for this project.

Est. Total Project Cost:	\$59,462,000
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I-15 Corridor: Base Line Road/Interstate 15 Interchange

\$1.5 million (Dreier)

The Base Line Road /I-15 interchange is located just North of I-15/Foothill Blvd. interchange – the most congested segment of I-15 between I-10 and Las Vegas. Current planned improvements include two new bridge structures for the southbound on/off ramps and constructing a loop ramp for westbound Base Line Road to southbound I-15. The project includes the replacement of the existing East Avenue overhead structure located north of the interchange, widening Base Line Road to provide two left turn lanes for eastbound Base Line to the northbound I-15. The total estimated project cost is \$29.5 million, which includes \$18.9 million in project costs without right-of-way acquisition.

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Est. Total Project Cost:	\$29.5 million
Federal Funds:	
2006 Federal Appropriations	\$500,000

I-15 Corridor: La Mesa/Nisqualli/Interstate 15 Interchange
\$5 million (Lewis/McKeon)

This project connects La Mesa Road and Nisqualli Road by constructing an over-crossing and interchange connection to Interstate 15 at what has become the urban/commercial core of the Victor Valley and provide an improved east-west corridor from the Town of Apple Valley. The interchange will serve as a conduit across the freeway and help disperse traffic from existing interchanges at Bear Valley Road and Palmdale Road that were not constructed to accommodate the massive population growth and commercial development that has occurred in the Victor Valley in past decade. SANBAG's "Nexus Study," a study to determine the fair share contributions from new development, identified \$25 million in development mitigation funds for the project.

Est. Project Total:	\$72 million
Federal Funding:	
Demo	\$1,200,000
RSTP	\$3,800,000
Section 115	\$ 250,000

I-15 Corridor: Eucalyptus Road/Interstate 15 Interchange
\$2 Million (Lewis/McKeon)

This project provides an important new interchange with Interstate 15. Currently, the interchanges at Main Street and Bear Valley Road, separated by four miles, are the only interchanges that serve the City of Hesperia, which also support travel into the City of Victorville. The lack of access for this rapidly growing area causes massive congestion not only on Main Street and Bear Valley Road, but traffic also backs up on Interstate 15 while trying to exit the freeway, creating unsafe driving conditions on the freeway. A Project Study Report (PSR) was completed in 2004. No project development activities have occurred beyond the PSR, due to lack of funding. Project cost is currently estimated to be \$40 million. SANBAG's "Nexus Study," the fair share contributions from new development, identified \$22,960,000 in development mitigation funds for the project.

Est. Total Project Cost:	\$40 million
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High Desert Corridor (HDC): Development and Interchange Improvements (Phase I)
\$5 million (Lewis/McKeon)

The Antelope and Victor Valleys continue to experience explosive population growth, deficient highway infrastructure, and impacts from truck related goods movement that bypass the Los Angeles area's more congested freeways. The HDC first received funding in TEA21 for the section between U.S. 395 in Adelanto and State Route (SR) 18 in Apple Valley.

SAFETEA-LU designated a portion of HDC as E-220, however no funding accompanied the designation. Most of the route identified as E-220 falls outside of HDC, Phase I. It is important to distinguish between the phases when considering funding for the project.

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HDC, Phase I, is the first segment of a new highway linking the Victor Valley in San Bernardino County with the Antelope Valley in Los Angeles County. This project will provide new freeway access from the I-15 freeway to U.S. 395 and will provide new highway access to Southern California Logistics Airport (formerly George Air Force Base).

This project will enhance plans to expand the multi-modal capability for goods movement, with the added benefit of ultimately creating 10,000 jobs. The project is currently estimated to cost \$900 million to construct from US-395 in Adelanto to SR-18 in Apple Valley. The project is currently in the Project Approval & Environmental Document phase. It is anticipated that PA& ED will be complete in late 2008.

SANBAG requests \$5 million for costs associated with planning and design implementation for Phase I. Local match from Apple Valley/Victorville for Federal Funds have been received in the amount of \$2,460,000. SANBAG's "Nexus Study," a study to determine the fair share contributions from new development, identified \$38,220,000 in development mitigation funds for this project.

Est. Total Project Cost:	\$900 million
Federal Funding:	
TEA-21 (Lewis)	\$7,500,000 – Phase I
SAFETEA-LU (Lewis)	\$4,000,000 – Phase I
SAFETEA-LU (McKeon)	\$800,000 – Phase II
2005 Federal Appropriations (Lewis)	\$3,000,000 – Phase I
2006 Public Lands (FHWA)	\$2,000,000 – Phase I

Transit Program

Victor Valley Transit Facility

\$30 million (Baca)

The Victor Valley Transit Authority completed a Facility Master Plan in October 2004. As a result of that study the Authority has purchased a 15 acre site within the City of Victorville for the construction of a new facility to house administration, maintenance and operations functions. This new facility will replace the existing administration, maintenance and operations facility provided through a lease by the contract operator. The total amount being sought is \$30 million over multiple years, \$5 million of which is requested for FY2007.

The new facility will be designed to accommodate an anticipated fleet of 145 vehicles in 2020. The Authority will be seeking a LEED (Leadership in Energy and Environmental Design) rating of Silver for the new facility design. Requested appropriation amount of \$30 million from FTA 5309 Bus/Bus Facilities.

San Bernardino Rapid Bus Project(sbX)

\$4 million (Baca)

This new high-tech, user-friendly system, known as sbX, will offer more frequent service, fewer stops, and higher average speeds than traditional bus service. It uses advanced vehicles that can run on existing roadways in mixed traffic or on exclusive transit lanes.

The E Street Corridor, in the City of San Bernardino, has been selected by Omnitrans as the first corridor in the San Bernardino Valley to receive sbX service. The corridor extends from Loma Linda on the south, through downtown San Bernardino, to California State University San Bernardino on the north. The adopted alignment

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is 16 miles long and the daily ridership is estimated at 14,000, compared to fewer than 4,000 daily passenger boardings today. The end-to-end travel time for the sbX service is estimated at 40.2 minutes, versus 69 minutes for regular bus service today. The Corridor supports about 121,000 people and more than 71,000 jobs.

San Bernardino Line Double Track

\$2 million (Dreier)

As a member of the Southern California Regional Rail Authority, the agency operating the Metrolink commuter rail service, SANBAG shares a request with Metrolink for \$2 million to fund the design costs to “double-track” the Metrolink rail line between Pomona and San Dimas.

Omnitrans Mid-Valley Transit Facility – Paratransit Phase

\$9 million (Dreier)

Omnitrans is requesting funding for the Paratransit Phase of the Mid-Valley Operating and Maintenance Facility. Omnitrans currently operates its West Valley Paratransit Operation out of a leased facility in Rancho Cucamonga. This leased facility is inadequate as the paratransit vehicles are unable to refuel at this site and at capacity can house 60 only vehicles. Refueling off-site takes time away from serving our patrons and with minimum capacity leaves no room for any expansion service.

The new site, also located in Rancho Cucamonga on property already owned, will accommodate 100 paratransit vehicles, paint & body, parts storage, fuel islands, bus wash building, and over 400,00 sq. ft of vehicle parking for paratransit and fixed route vehicles. It is anticipated that this facility will meet Omnitrans needs for the next 30 years.

MBTA Intercity Transfer Center

\$1.5 million (Lewis)

The Morongo Basin Transit Authority (MBTA) is seeking funding for the future Town of Yucca Valley Intercity Transfer Center. This Transfer Center will be a safe and convenient place, featuring modern transit amenities such as shelters, informational kiosks, bike racks, and ADA accessibility, allowing our customers to easily and safely change buses with not only our agency, but with other connecting transportation providers. The facility will be a tremendous improvement over the current situation where customers transfer buses in an open, congested parking lot at the fringe of a shopping center.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 24

Date: February 7, 2007

Subject: Regional Housing Needs Assessment (RHNA)

Recommendation: Information on testimony offered at the Southern California Association of Governments' (SCAG's) January 11, 2007 Public Hearing on the RHNA.

Background: A RHNA vacancy adjustment policy and the choice of methodologies to implement it by SCAG were discussed at considerable length at the January 10, 2007 meeting of the SANBAG Board of Directors. A draft transcript of the proceedings is Attachment 1 to this item. Action was taken to request reconsideration by SCAG of how the 3.5% vacancy rate policy is applied in the calculation of total future housing need, and staff was directed to offer testimony to that effect.

At this time, despite continuing discussion with SCAG staff, no agreement has been reached on which methodology is appropriate, or even on the magnitude of the difference between the various approaches within individual jurisdictions and the county as a whole. Staff will update the committee on events since the January 10, 2007 Board meeting.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on January 17, 2007. (*Meeting chaired by Mayor Mark Nuaimi*)

Responsible Staff: Ty Schuiling, Director of Planning and Programming

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

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attachments: brd0702c1; brd0702c2; brd0702c3

January 11, 2007 Testimony to SCAG on the 2007 Regional Housing Needs Assessment

Good afternoon, I'm Ty Schuiling, Director of Planning and Programming for San Bernardino Associated Governments. Yesterday, my Board of Directors unanimously approved a request for reconsideration by SCAG of how the 3.5% vacancy rate policy is applied in the calculation of total housing need.

What we're faced with is technical disagreement on how a broadly-supported policy objective is to be achieved. We're arguing that the methodology supported by SCAG staff fails to move the region toward the objective; specifically, more and reasonably affordable housing opportunities in high-cost, low vacancy areas of the region.

I've had an opportunity to review summary minutes of the proceedings that got us here. It seems to me that a misinterpretation was prevalent at both the [policy] subcommittee and technical advisory committee, that an agreement to *not* allocate additional units "off the top" because of existing conditions somehow translated to "don't consider the total future housing stock when applying the vacancy rate adjustment." They're really two different things: 1) adjusting based on existing conditions, one might argue that a built-out, low vacancy jurisdiction with no forecast growth needs to add units anyway to raise its vacancy rate [this is probably what was opposed], versus 2) a jurisdiction with a high vacancy rate and a high growth rate can consider its vacant units as part of the solution to meeting its needs in the future [this is what we envisioned]. The first case is indeed questionable, but the second makes such good sense that it is difficult to imagine anyone opposing it, and I don't think anyone knowingly did.

We understand that a certain regional construction need must be met to satisfy HCD's requirement. However, this is being extended, illogically and unfairly, to mean that large numbers of existing vacant habitable units can be dismissed or ignored. How ironic that SCAG would posit that these units are irrelevant, while at the same time claiming to be a leading exponent of infill development and new urbanism!

I have a final comment related to process. Several of my Board members and I question the oft-heard assertion that making a methodological change to accurately reflect policy intent would require a restart of the process. In fact, this level of detail was rarely, if ever, addressed in any of the workshop proceedings, which were instead oriented to receiving local input.

I'd like to close with a quote by SANBAG's President, Supervisor Dennis Hansberger, from yesterday's meeting. He said, "If this is not the conclusion we agreed upon, how sensible is it then to force ourselves to a solution or conclusion which meets a deadline and budget but gives us the wrong answer?"

Thank you for this opportunity to speak.

**OFFICE OF THE MAYOR
PATRICK J. MORRIS**

300 North "D" Street • San Bernardino • CA 92413-0001
909.384.5133 • Fax: 909.384.5067
www.sbcity.org

January 17, 2007

Mr. Mark Pisano
Executive Director
Southern California Association of Governments
813 W. Seventh Street, 12th Floor
Los Angeles, California 90017

Dear Mr. Pisano:

The City of San Bernardino must respectfully oppose the Regional Housing Needs Assessment (RHNA) as it is currently drafted. As currently used, the methodology for determining the production of new affordable housing does not accurately take into account existing supply of affordable housing. This is irrational and unsupportable, and it continues to undermine the public's confidence in our elected officials and their public decision-making process.

In the City of San Bernardino, we have thousands of affordable housing units sitting vacant in our city. Yet the methodology being used in the RHNA, as currently interpreted by SCAG staff, takes none of our city's existing vacant affordable units into account. By failing to include the thousands of existing affordable units in determining how much affordable housing is available for use, we are deceiving ourselves and the public about a critical housing resource right in our midst.

The result is an unsupportable public policy and RHNA plan. It is a far better and more efficient use of our taxpayer dollars to rehabilitate and make livable the thousands of existing and vacant affordable housing units in our city, and in the many other Southern California cities facing the same circumstance. Instead, by failing to acknowledge the existence of this affordable housing supply, we are forcing our scarce housing dollars to be utilized for building a marginal amount of new affordable housing. Meanwhile, our existing stock of affordable housing continues to deteriorate to the point of abandonment. We should be adopting a policy that allows our scarce dollars to be used for rehabbing, preserving, and improving the existing stock of affordable housing that is right in our midst.

Let me be very clear, because this public policy adopted by SCAG is so lacking rationale, it will be ignored. The taxpayers in our region will simply not stand for us letting our existing stock of affordable housing deteriorate while we build heavily subsidized new housing units. A

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disconnect between adopted policies and street-level actions will continue to undermine the public's confidence in our government's decision-making process.

We are not a lone voice in this battle. Last week, the entire Board of Directors of the San Bernardino Associated Governments requested SCAG reconsider the application of the 3.5% vacancy rate policy as it is used to calculate of total housing need of local jurisdictions. The City, and I believe the entire Board of Directors, believe we have the ability to fix it. As the policy advisors for this region, we have an obligation to our public to make these policies defensible and to steward our tax dollars wisely. I respectfully request that SCAG reevaluate the way in which the vacancy rate for our existing stock of affordable housing is used in calculating the amount of new affordable housing a jurisdiction is required to produce.

I look forward to your comments on how we can work to quickly revise SCAG's proposed RHNA methodology. Thank you for your time and consideration of this matter.

Cordially,


Patrick J. Morris

cc SANBAG Board of Directors
WRCOG Board of Directors

Agenda Item 22: RHNA Discussion

Summary

Motion: Request reconsideration by SCAG of how the 3.5% vacancy rate policy is applied in the calculation of total future housing need.

Motion approved unanimously.

In addition, the Board directed staff as follows:

“Offer the testimony at the hearing process. Indicate that for all the desire to have the math be comfortable, that we really want livable communities, not just math that is easy. It is important that we do those things that help build the best communities [of which] we are capable with the resources we have.”

Complete Transcript

Mr. Schuiling: There has been significant change since this item was drafted. When this item was drafted the key issue seemed to be how to find homes for about 50,000 additional dwelling units throughout San Bernardino County by 2035 with less significant issues appearing in 2014, timeframe for which the Regional Housing Needs Assessment provides each jurisdiction with a housing need target. Since that time, however, there has been some confusion and perhaps missteps, perhaps on our part, perhaps on others. But in any case what has happened is that a 3.5% vacancy rate policy enacted by SCAG has encountered some ambiguity as to how it gets applied.

One way to apply it and the way that apparently the SCAG Committees approved its application would be to apply 3.5% vacancy only to the increment of growth between now and 2014. The alternative would be to apply it to the entire housing stock. We in San Bernardino County have a vacancy rate currently within our entire housing stock that is substantially above 3.5%. Using 3.5% vacancy as applied to the entire housing stock means that substantial numbers of existing vacant units can count towards the housing need allocation in the regional housing needs assessment. Application of the 3.5% vacancy rate adjustment only to the growth increment means that even in cases of cities that currently have double digit vacancy rates and literally thousands of units standing vacant, none of that counts. And they nevertheless get allocated substantially more housing needs commensurate with their household growth. We workshopped this issue with our local jurisdiction staff on Monday based on an understanding that emerged from SCAG meetings the previous Thursday, almost a week ago, that the 3.5% vacancy rate should be applied to the entire housing stock. Our local jurisdiction staff were quite comfortable with the numbers. There were a few minor glitches that would require revision but nothing significant.

We have been advised by SCAG staff who are in attendance today, including Hasan Ikhrata who is Director of Planning and Policy for SCAG, that this represented a misinterpretation, in fact the SCAG policy committee that enacted this vacancy rate adjustment took action only to support the vacancy rate adjustment as it applies to the growth increment. The difference within San Bernardino County would be then a need to allocate about 6,000 more dwelling units to the jurisdictions of San Bernardino County by 2014. Really the more significant issue is how it applies to jurisdictions that have very high vacancy rates already. The City of San Bernardino,

for example, in the 2000 census had a vacancy rate over 11% which means that more than 5,000 units citywide were standing vacant. By the current interpretation of the action taken by the policy committees at SCAG, none of those units count toward meeting the city of San Bernardino's housing needs. If the vacancy rate adjustment were applied differently, then San Bernardino could count those vacant units as credits toward meeting its housing need requirements.

Mr. Christman: Ty, could you say that again because it didn't make sense?

Mr. McCallon: Mr. Chair, before he answers that, I would like to say that I was on the sub-committee that came up with the recommendation and I'm also on the policy committee that approved the recommendation at SCAG. My interpretation of what we approved was on the total; however, SCAG staff tells me that the minutes reflect that it is on the increment. That is not my understanding of the way we voted and the way that we understood the increment was to be applied. I believed everyone agrees that the right thing to do is to apply it to the total. However there is pressure to meet a deadline to get this thing done and some money concerns. I will continue to push at the SCAG level to do it right even if we have to not meet the deadline, but there is going to be enormous pressure to not do it right just to meet the deadline.

Mr. Rothschild: That comment is very relevant because most of us know that a lot of people live in one community and work in another. The total ought to be the number. It is a big number. It is an important policy decision.

Mr. Schuiling: Mr. Christman, let me see if I can explain. The City of San Bernardino, based on census records, has a vacancy rate in the neighborhood of 11%. That means that they have a housing stock that includes more than 5,000 units that are currently unoccupied. The RHNA will be based on a growth forecast that shows a growth in households (occupied housing units) within the City of San Bernardino between now and 2014 that is in the neighborhood of 6,000. If one applies the 3.5% vacancy rate requirement to the entire housing stock, that basically says that the currently unoccupied units, the 5,000 plus, can contribute to the city's meeting its requirement to provide housing units for the 6,000 additional households. If the 3.5 % vacancy rate requirement is applied only to the growth increment then it is basically saying that the city has to plan to provide enough housing units not only for the 6,000 additional households but also for 3.5% beyond that to maintain a 3.5% additional vacancy rate. This disparity is in terms of this one city, and not all cities are likely to experience this. In fact it will work the other way in Orange County. Orange County has extremely low vacancy rates and maintenance of a 3.5% vacancy rate for their entire housing stock would impose a requirement to provide more units on many [Orange] County jurisdictions.

Mr. Morris: It is a dilemma of most of our older cities. This is a housing stock that has aged. Those are our challenges that we face as a city is to rehab and fill those aging structures. But to require additional building when we have such a vast stock of unused but available housing is just nonsense.

Mr. Schuiling: This is the status in which we find ourselves. Each of your local governments has in its hands now a set of numbers that reflects application of a 3.5% vacancy rate adjustment to the entire housing stock as we thought made technical sense, and which I'm hearing you believe makes sense as well. However, that is not consistent with the set of numbers that SCAG has produced and is moving forward with. Next steps include a public hearing tomorrow. That is why [this issue] is very time sensitive. SCAG is trying very hard to complete a two year process within a year; in fact we are in the last six months in terms of the deadline for

completion of the regional housing needs assessment (which is June 30, 2007). That concludes my report.

Mr. Morris: I would like very much to hear, since we have a SCAG representative here, what the rationale is for this type of calculation. It makes no sense to me but perhaps there is a bureaucratic explanation for this.

Mr. Ikhrata: I don't disagree with any of you in terms of applying the 3.5 % to the total. This is an equity issue between counties. Those counties that have a very low vacancy rate should do more. Those counties that have a high vacancy rate should do less. The 3.5% is a new thing; it wasn't even in existence. We would have applied a lower vacancy rate if the subcommittee didn't say [could not be heard]. One of the reasons that the staff recommended to the subcommittee, and I understand there is confusion what the sub-committee approved of 3.5%. The total regional need went down by 60,000. Instead give us a regional number. That number by applying a 3.5% to the increment went down 60,000. If we apply it to the total, our total regional need would have been 60,000 thousand more. So that is one logic, now the question is does that get the equity issue between the counties sorted out. The answer is no. If I knew this, if I was smart enough to know this or, and Ty is smart enough but we didn't know this two months ago. I would have gone to the sub-committee and said it makes sense to [add] to the Total even if the region as a whole would have to do more.

Mr. Morris: My question, Mr. Chair, of the SCAG Staff is we have our representative who believes he voted for a particular strategy based upon the common sense of what we are hearing now. And staff gives it a different twist and you are going to forge ahead with a different idea because staff did not agree with the way the committee acted. Couldn't they clarify that, go back to the committee and figure out what they intended?

Mr. Ikhrata: One of the things I will have to say, staff did not intentionally forge anything. [We] did not go back and say let us fool the sub-committee to a different [action]. Again the logic was to reduce the total regional number by 60,000. The problem with going back [is] we are implementing a state law. The state law clearly says we have to do these following steps which we have done. We have done fourteen workshops, done thepublic hearings, we are doing a second tomorrow. If we were to go back to the sub-committee, and I'm sure the sub-committee would approve it, we would have to start the process again with no money and we would miss the deadline. That is the reason why it is not just as simple as going back and changing a policy. It is easy to change and it should be changed and it should be changed for the future. But, right now where we are in the process does not allow us. We would need more money and more time which we don't have.

Mr. Hansberger: What is the effect of missing the deadline?

Mr. Ikhrata: All cities in our region that would need their housing elements to be approved would not be able to have it approved unless you have an approved Regional Housing Needs Assessment. So the risk for about 130 cities is huge. Therefore we want to meet the deadline.

Mr. Morris: What is the cost to SCAG of going out and redoing the public process?

Mr. Ikhrata: About \$500,000 to \$1 million, which is a general fund [expenditure]. Federal Planning funds cannot be used for this. It is the membership fees.

Mr. Hansberger: But if this is not the conclusion which is agreed upon, how sensible is it to meet a budget and a deadline with an answer that is inappropriate?

Mr. Ikhata: Say that again.

Mr. Hansberger: If this is not the conclusion that has been agreed upon, how sensible is it then to force ourselves to a solution or conclusion which meets a deadline and budget but gives us the wrong answer?

Mr. Ikhata: I will just put in front of you that understanding that some cities will be impacted more than San Bernardino. The total impact for the county of San Bernardino is eight year period is about 8,000 housing units. I don't think it is significant from a county standpoint. I do think it is significant for some cities that have high vacancy rate. Any city can appeal. I can tell you based on the decision of the policy committee, that appeal will be deny because it is not consistent.

Mr. Morris: This whole thing is so illogical. We drive ahead with a recommendation that we know is not right and was not the recommendation of the sub-committee that authored it, but because of some artificial timeline we figure we got to do this and so we forge ahead. That makes no sense at all.

Mr. Ikhata: This RHNA makes no sense at all and SCAG is not the only who is doing it. It is the state law.

Mr. Morris: We have an obligation to our public to make sense of it. As policy makers that is our obligation, is to drive ahead with good policy.

Mr. Hansberger: Mr. McCallon, do we have any reasonable opportunity to go back to the committee with these? How do we address this further? You were there, you participated, I did not. I'm not sure you have the answer at this moment. Every time we go through this it seems it is a process that is manipulated both bureaucratically and politically to try to come up with answer that make no [sense] in the market place.

Mr. McCallon: First of all I would like to say that Hasan is an honorable man and one of the better staff at SCAG and I appreciate the work that he is doing. He is following direction, obviously. The problem is that the sub-committee had representatives from each county. We had six representatives, one from each county and one alternate. I was the alternative and Tim Jasper was the regular. That sub-committee made recommendations which went to the policy committee which is a broader cross-section which includes Kelly [Chastain of Colton] and Deborah Robertson from Rialto. They then forwarded it to the Regional Council and the Regional Council rubber stamped what the committee did. We would have to have the sub-committee and the policy committee say we made a mistake or there is a wrong interpretation and get it turned around. I don't know if there is a political will to do that or not. I would certainly try to do something

Mr. Hansberger: Ty, if you could speak to that, what would be the affect of such an action?

Mr. Schuiling: I think an action of that kind - a request from SANBAG to SCAG for reconsideration - would be significant on your part. I can't imagine that SCAG would casually ignore such a request. That doesn't mean that it guarantees any particular outcome in our favor but should you wish to do it, I think that would be appropriate.

Mr. Morris: MOVED
Mr. McCallon: SECOND

Mr. Basle: I have one question. Was the sub-committee meeting recorded?

Mr. McCallon: Hasan said the recording shows that it was on the increment.

Mr. Basle: I think part of the request should be that we have someone, Mr. McCallon or Ty actually listen to the recording also, first of all to determine whether that was the case or not and then perhaps move on with the reconsideration. But I think we would like to at least hear that for ourselves to see whether that was the motion that was adopted there.

Mr. McCallon: I don't think staff is trying to change the committee's decision. I think they honestly believe that the record shows that the increment is what was voted on. But that is not what the sub-committee recommended.

Mr. Schuiling: I personally have no doubt that if Hasan tells me that, that is what the recording shows that it in fact does. I have work with Hasan a long time and he is entirely honorable.

Ms. Gilbreath: If they are having a public hearing tomorrow how much affect would it have if a representation from this board actually went and provided input to that public hearing process, or do you feel it is just not appropriate at this time; that we need to go back to committee?

Mr. Schuiling: I believe there would be considerable value to making statements on record to the effect that SANBAG questions the viability of this particular policy. Also I am advised that those of your staff representatives who wish to participate in that but do not wish to go all the way to Los Angeles to do so have video conferencing opportunity at SCAG's Riverside office.

Mr. Hansberger: Is that sufficient for direction at this point?

Mr. Morris: I think there is a motion and a second for reconsideration. What affect that will have I don't know at this moment in time, but I think the board should go on record protesting this kind of decision making process. Listening to the voice of Larry McCallon, that is not what was intended, and if that is not what was intended to try drive forward with a set of recommendations that is simply bad policy.

Mr. Hansberger: One of the concerns that I have, if you assume even a 3.5 % vacancy rate generally, and you try to hold that fast across the region, what you are really saying then is the less expensive areas are constantly going to be under pressure to provide lower cost housing to meet the needs of the more expensive areas in which the price has risen to the point that it is just literally forcing people to move away from those areas where the jobs are and to have to commute. It just seems to me to be an insane policy. We either have to have a policy that moves the jobs or we have to keep the people near the jobs. This just seems to be a policy that works in every way against decent and sensible land use planning.

Mr. Ikhrata: Gentlemen, you are right on the money. The sub-committee did address that in a policy to move those high cost areas to provide more affordable housing. It is an equity issue.

Mr. Hansberger: I think we need to offer testimony at the hearing process. I think we simply have to indicate that for all the desire to have the math be comfortable, that we really want

livable communities, not just math that is easy. It is important that we do those things that help build the best communities [of which] we are capable with the resources we have. I think we have adequate direction. There is motion and a second.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 25

Date: February 7, 2007

Subject: Amendment No. 2 to the Gold Line Phase II Construction Authority Joint Powers Agreement (SANBAG Contract 04-024).

*Recommendation:** Approve Amendment No. 2, adding the City of Ontario to the Gold Line Phase II Construction Authority Joint Powers Agreement (SANBAG Contract 04-024).

Background: In September 2003, the Board approved Contract 04-024 which added the San Bernardino Associated Governments as a member of the Gold Line Phase II Construction Authority (this amendment was actually Amendment No. 1 to the Joint Powers Agreement) and appointed Mayor Paul Eaton as the Agency's representative. At the same meeting the Board approved a Memorandum of Understanding with the Los Angeles to Pasadena Metro Blue Line Construction Authority that provided funding for the inclusion of Montclair in the Draft Environmental Impact Statement/Environmental Impact Report.

In May 2006 the City of Ontario requested consideration of joining the Authority after participating in preliminary discussions regarding extending the Gold Line to the Ontario International Airport. In September 2006 the Authority voted to invite the City of Ontario to formally join the Authority. On December 5, 2006 the Ontario City Council approved Amendment No. 2 to the Authority Agreement.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Because of the structure of the Authority being a joint powers agency, each member of the Authority must approve and ratify the amendment adding the City of Ontario.

The attached Amendment No. 2 has been prepared by the Authority attorney and is being recommended for approval. The Authority is seeking approval by all members during the month of February.

Financial Impact: In addition to adding the City of Ontario as a member of the Authority, Amendment No. 2 suspends and payment of annual dues from the member agencies. This amount had been set at \$31,445 from each member.

Reviewed By: This item has not had prior policy committee review; but is considered to be non-controversial. The JPA has been approved as to form by SANBAG Counsel

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

SANBAG Contract No. 04-024-2

by and between

San Bernardino Associated Governments

and

the cities of Gold Line Phase II Joint Powers Authority

for

Amending the Joint Powers Agreement to include the City of Ontario

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes: Amending the Joint Powers Agreement for adding the City of Ontario				
Original Contract: \$ <u>0</u> Contingency Amount: \$ _____	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ <u>0</u> Current Amendment Contingency: \$ _____ Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →				\$ <u>0</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>9/3/03</u> Contract Start: <u>9/3/03</u> Contract End: <u>Open</u> New Amend. Approval (Board) Date: <u>2/7/07</u> Amend. Start: <u>2/7/07</u> Amend. End: <u>Open</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation → \$ _____		
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? _____ If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager:			Contract Manager:	

<u>Michael A. Band</u> 1-25-07 Task Manager Signature Date	<u>Michael A. Band</u> 1-25-07 Contract Manager Signature Date
<u>James M. Garcia</u> 1/25/07 Chief Financial Officer Signature Date	

Filename: CSS070242-mab

CONTRACT No. 04-024

AMENDMENT TWO

JOINT EXERCISE OF POWERS AGREEMENT

Gold Line Phase II Joint Powers Authority

This Amendment Two to the Joint Exercise of Powers Agreement for the Gold Line Phase II Joint Powers Authority ("Amendment Two") is approved and executed by the current members of the Gold Line Phase II Joint Construction Authority, a Joint Powers Authority ("Authority") as set forth in Exhibit 1-B, attached hereto, and each of which must approve and execute this Amendment Two in order for the Amendment Two to be effective. This Amendment Two is also approved and executed by the City of Ontario ("Ontario"), which approval and execution shall allow Ontario to become a member of the Authority should all of the current members listed in Exhibit 1-B so approve this Amendment Two.

WITNESSETH:

The Parties hereto agree as follows:

Section 1. Recitals. This Amendment Two is made and entered into with respect to the following facts:

- a. The Authority was formed pursuant to Section 6500 *et seq.* of the Government Code to enable its member cities and agencies to participate as fully as is necessary and appropriate in the planning, funding, design and construction of the Gold Line Phase II light rail project ("the Gold Line Phase II"); and
- b. Ontario has asked to join the Authority in order to work cooperatively with the Authority and its member cities and agencies to complete the Gold Line Phase II including a possible extension to the City of Ontario; and
- c. Ontario has agreed to pay dues and assume other required financial responsibilities as a condition of its membership in the Authority.

Section 2. Initial Dues. The Initial Dues in the amount of Thirty-One Thousand Four Hundred Forty Five Dollars (\$31,445.00) for Ontario shall be due and payable thirty-days (30) after the effective date of its membership in the JPA.

Section 3. Terms Remain in Effect. All terms of the Joint Exercise of Powers Agreement for the Gold Line Phase II Construction Authority, A Joint Powers Authority ("Agreement") that are not deleted or amended by this Amendment Two remain fully in effect and the execution of this Amendment Two by each of the parties hereto signifies approval and acceptance of the Agreement as modified by this Amendment Two.

Section 4. Suspension of Section 29c. Section 29c (Annual Dues) of the Agreement is hereby suspended and not in force until such time as this suspension of Section 29c is terminated by a three-fourths majority vote of the members of the JPA.

Section 4. Effective Dates. The Effective date of this Amendment Two shall be the first date on which each of the current members of the JPA, as listed in Exhibit 1-B, shall have approved and signed this Amendment Two. The effective date of Ontario's membership in the JPA shall be the first date on which each of the current members of the Authority and Ontario shall have approved and signed this Amendment Two.

Section 4. Counterparts. This Amendment Two may be executed in several counterparts, and all counterparts so executed shall constitute one Amendment Two, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart.

The current members of the JPA have caused this Amendment Two to be executed on their behalf, respectively, as follows:

City of Arcadia

By: Roger Chandler, Mayor *Dated*

City of Azusa

By: Diane Chagnon, Mayor *Dated*

City of Claremont

By: Peter Yao, Mayor *Dated*

City of Duarte

By: John Fasana, Councilman *Dated*

City of Glendora

By: Doug Tessitor, Mayor *Dated*

City of Irwindale

By: Julian Miranda, Mayor *Dated*

City of La Verne

By: Jon Blickenstaff, Mayor *Dated*

City of Monrovia

By: Rob Hammond, Mayor *Dated*

City of Pomona

By: George Hunter, Councilman *Dated*

San Bernardino Associated Governments

By: Dennis Hansberger, President *Dated*

City of San Dimas

By: Denis Bertone, Councilman *Dated*

City of South Pasadena

By: Odom Stamps, Councilman *Dated*

ATTEST

By: Chris Lowe, Clerk of the Board

The authorized representative of the City of Ontario has caused this Amendment Two to be executed on the City of Ontario's behalf, respectively, as follows:

City of Ontario

ATTEST

By: Paul Leon, Mayor

Dated

By: Mary E. Wirtes, Clerk

Dated

Exhibit 1-B

Current Members of the Gold Line Phase II Joint Powers Authority

Arcadia

Azusa

Claremont

Duarte

Glendora

Irwindale

La Verne

Monrovia

Ontario

Pomona

San Bernardino Associated Governments (SANBAG)

San Dimas

South Pasadena

AGENCY REPORTS

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

FEBRUARY COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line dropped 9% from last month and was down almost 2% from the same month in 2005. So far, January patronage is back up, currently averaging 11,917 passenger trips per weekday.

Saturday ridership was up just a bit (<1%) from last month but down 8% from the same month last year. Preliminary January data is lower than December with a current average of 2,653 passenger trips per Saturday.

Sunday ridership was down 12% from last month and was 4% lower than December 2005. As of mid-January, average Sunday ridership is 3%-4% lower than December, currently about 1,400 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:

Ridership on the Riverside Line dropped almost 15% from November's record high but was still up slightly in a year-to-year comparison. A preview look at January ridership figures indicates a slower month with a current average of 3,885 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:

December average daily ridership on the IEOC Line decreased 11% from the record high set last month but was up 15% compared to December 2005. At this point, January patronage is 11% higher than December with a current average of 4,678 passenger trips per weekday.

Total System:

System wide, average daily ridership decreased more than 10% from November. December 2006 was 3% higher than December 2005. Preliminary data for January points to a ridership rebound with a current average of 40,778 passenger trips per weekday.

Table 1

Average Weekday Daily Ridership*

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
December 2006	10,976	4,280	4,204	42,185
December 2005	11,173	4,248	3,652	41,513
% Change	- 1.8%	+ 0.8%	15.5%	+ 3.2%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	<u>San Bernardino Saturday</u>	<u>San Bernardino Sunday</u>
December 2006	2,791	1,452
December 2005	3,029	1,516
% Change	- 7.9%	- 4.2%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:

On-time performance results for the San Bernardino Line this month compared to last month. Inbound trains gained six percentage points and outbound trains gained five points to finish December 97% and 96% on time, respectively. Almost two-thirds of the thirty-one reported delays were caused by "other" operations issues.

Riverside-Ontario-Los Angeles Line:

On-time performance results for the Riverside Line were worse for December than November. Inbound trains dropped four percentage points to finish 86% on time and outbound trains dropped one point to finish 90% on time. Of the twenty-nine reported delays, nine were due to signals and communications and another nine were caused by dispatching.

Inland Empire-Orange County (IEOC) Line:

On-time performance results improved for the IEOC Line this month. Southbound trains gained four percentage points from November to finish 96% on time. Northbound trains improved from 87% on time in November to 94% on time in December. Dispatching caused six of the eighteen reported delays. Another five delays were due to "other" operations issues.

Table 3

On Time Performance

Percent of weekday trains arriving within 5 min. of scheduled time
(December 2006 vs. December 2005)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
November 2006	97%	96%	86%	90%	96%	94%
November 2005	97%	94%	97%	94%	90%	90%



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the
Governing Board:

January 10, 2007

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

To: Mayors and Councilmembers

Vice Chairman
S. Ray Wilson, Ed.D.
Supervisor, Fourth District
County of Riverside

From: Dennis R. Yates, Mayor/City of Chino
Cities of San Bernardino County
Board Member, South Coast AQMD

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Attached are the agenda items and the voting outcome of the January 5, 2007
AQMD Governing Board meeting.

Jane W. Carney
Senate Rules Appointee

PUBLIC HEARING ITEMS APPROVED AT JANUARY 5, 2007 BOARD MEETING

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Adopt Public Notification Procedures for Emergency Diesel Internal Combustion Engines and Industry-wide Categories of Gas Stations and Dry Cleaners, Pursuant to Air Toxics Hot Spots Information and Assessment Act

Gary C. Ovitt
Supervisor, Fourth District
County of San Bernardino

Staff has developed procedures for the Board's consideration for public
notification procedures for emergency diesel internal combustion engines and
the industry-wide categories of gas stations and dry cleaners under AB 2588.

Jan Perry
Councilmember, 9th District
Cities Representative
Los Angeles County/Western Region

The proposed procedures differ from the notification procedures for the
relatively few large (core) stationary sources that have been traditionally been
in the program. In recognition that there are thousands of cases that may
require public notice, staff recommends posting a notice at the facility and in
newspapers, with information on specific facilities available on the AQMD
web site and provided in hardcopy to public libraries, the AQMD library,
school districts, and planning agencies. Town Hall and other community
meetings can also be used to disseminate this information.

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

Tonia Reyes Uranga
Councilmember, City of Long Beach
Cities of Los Angeles County/
Eastern Region

James W. Silva
Supervisor, Second District
County of Orange

Majority Vote: 8 yes, 0 no, 4 absent

Cynthia Verdugo-Peralta
Governor's Appointee

Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

PUBLIC HEARINGS SET FOR FEBRUARY 2, 2007 BOARD MEETING

Receive Public Input on Executive Officer's Priority Goals for FY 2007-08

A set of priority goals for the FY 2007-08 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these priority goals as they serve as the foundation of the AQMD's Work Program.

Also enclosed is a copy of the *AQMD Advisor*.

ADDITIONAL INFORMATION

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon			
District 8 (Rialto, Fontana)	D. Robertson			
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	A. Wapner			A. Wapner
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper			
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Subregional Appointees*		K. Chastain	J. Harrison	M. Nuaimi
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Vacant (D. Williams) Vacant (L. McCallon)	P. Lilburn	Vacant (G. George)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Lawrence Dale, Barstow, Vice President (Chair) Dennis Hansberger, President (Vice Chair) Paul Biane, Past President Robert Christman, Loma Linda Kevin Cole, Twentynine Palms Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor Brad Mitzelfelt, Supervisor Gary Ovitt, Supervisor Gwenn Norton-Perry, Chino Hills Rick Roelle, Apple Valley	6/30/2007 6/30/2007 6/30/2007 12/31/2007 12/31/2008 12/31/2008 12/31/2008 12/31/2007 12/31/2007 12/31/2007 12/31/2007 12/31/2007
Commuter Rail Committee Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair)** Lee Ann Garcia, Grand Terrace (Vice Chair) Kelly Chastain, Colton Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino* Diane Williams, Rancho Cucamonga** Vacant (Alan Wapner, Ontario) Vacant (Paul Biane)	Indeterminate (6/30/2007) 12/31/2006 (6/30/2007) 12/31/2007 12/31/2007 Indeterminate Indeterminate Indeterminate 12/31/2008 12/31/2006
Mountain/Desert Committee Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Rick Roelle, Apple Valley (Chair) Dennis Hansberger, Supervisor (Vice Chair) Kevin Cole, Twentynine Palms Lawrence Dale, Barstow Dennis Hansberger, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Chad Mayes, Yucca Valley Brad Mitzelfelt, Supervisor Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2007) Indeterminate (6/30/2007) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 1:00 p.m., SANBAG Offices

SANBAG Acronym List

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AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

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MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



Important Things to Know for ... February 2007

SANBAG Meetings – Cancelled:

None

SANBAG Meetings – Scheduled:

SCAG Delegates	Feb. 7	After Board Meeting	El Capitan
Administrative Committee	Feb. 14	9 a.m.	The Super Chief
Major Projects Committee	Feb. 15	9 a.m.	The Super Chief
Mountain-Desert Committee	Feb. 16	9 a.m.	SCLA Airport, Victorville
SCRRA Delegates Briefing	Feb. 21	8:30 a.m.	Casa Del Desierto
Plans and Programs Committee	Feb. 21	1 p.m.	The Super Chief

Other Meetings:

National Surface Transportation Policy & Revenue Study Commission Hearing	Feb. 21 & 22		Los Angeles
US-395 EIR Public Meeting	Feb. 26	5:30 p.m.	Quail Valley Middle School, Phelan
California Transportation Commission Special Meeting (Bond Program)	Feb. 28	8:00 a.m. to 5:00 p.m.	Irvine

For additional information, please contact SANBAG at 909 884-8276

Your Traveling Tip for February

Winter driving can be dangerous, and San Bernardino Associated Governments reminds you to be careful during rainy, icy or snowy road conditions. Be sure your car is properly maintained, allow extra travel time, watch for snow chain advisories, hang up your cell phone and keep your eyes on the road. And remember to keep extra space between your car and the car ahead of you, in case you need to slow down suddenly.

This Traveling Tip is brought to you by SANBAG.



San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996